

U.S. Department of Energy  
Oak Ridge Operations Office  
P. O. Box 2001  
Oak Ridge, TN 37831

December 30, 1999

To All Interested Parties:

**REQUEST FOR PROPOSAL (RFP) DE-RP05-00OR22825**

You are invited to submit a proposal in accordance with the requirements of this Request for Proposal DE-RP05-00OR22825 entitled DOE/ORO Administrative Support Services. The U.S. Department of Energy (DOE) Oak Ridge Operations Office (ORO), has identified the need to procure administrative support services for its multiple offices in Oak Ridge, Tennessee. Services to be tasked may include general administrative support, central mail and reproduction services, information processing services, security clearance support, records management services, and other administrative functions.

Your proposal (Volume I, II, and III) must be received by the undersigned before 4:00 p.m., local prevailing time, February 14, 2000, at the address above. Your proposal may be delivered by hand to the Contract Specialist in the Federal Building located at 200 Administration Road in Oak Ridge, Tennessee, before the precise time specified. Ample time should be provided for timely delivery of proposals. The provisions of FAR 52.215-1 in Section L will apply to late proposals.

This RFP does not commit the Government to pay any cost for the preparation and submission of proposals. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

Your proposal must be submitted in three volumes in accordance with the enclosed RFP package. Offerors should allow 180 calendar days from the date of their proposal for acceptance thereof by the Government. Award is expected to be made without discussions, so initial proposals should contain the best offer in terms of price and technical standpoints.

The contract will have a period of performance not to exceed five years consisting of a two year base period and three one-year option periods. It is anticipated that one indefinite delivery-indefinite quantity fixed-unit rate contract will result from this solicitation and the contract provided herein is based on that contract type. Proposals will be evaluated in accordance with applicable DOE acquisition regulations.

Please completely and thoroughly read this solicitation. Complete and return the Intention to Propose form in Section L at the earliest possible time.

All requests for explanation or interpretation of any part of this RFP shall be submitted in writing to the Contract Specialist. In order to allow adequate time for all prospective offerors to review the questions and answers before the submission of their offers, your written questions must be received by the Contract Specialist within 20 calendar days after the date of the RFP (January 19, 2000). Questions will be answered in writing with copies of both the questions and the answers, without reference to the originating sources, being supplied in an amendment to this solicitation. This amendment and all other amendments to this solicitation will be provided on the Internet at the web page address of <http://www.oakridge.doe.gov/procurement/>. It will be the responsibility of the offeror to routinely examine the specified web page for any amendments that may be issued. The Government reserves the right not to respond to questions submitted after the 20-day period, nor to respond to questions submitted by telephone or in person at any time.

A copy of the current contract has been placed in the DOE/ORO Public Reading Room located in Oak Ridge. Other information will be posted on the web page for this procurement.

All communications concerning this RFP should cite the RFP number and be directed in writing to the attention of the Contract Specialist. Only written changes to the solicitation in the form of an amendment will effect a change in a requirement.

Please be advised that this letter is a summary of the salient elements of the acquisition. It is not an integral part of the RFP. In the event of a conflict between this letter and the RFP, the RFP will prevail.

Sincerely,

/s/

*original signed by Judith S. Wilson*  
Judith S. Wilson, Contract Specialist  
Acquisition Services Branch  
Procurement and Contracts Division

Enclosure

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 126	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DE-RP05-00OR22825		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12/30/1999	
6. REQUISITION/PURCHASE NO. 05-00OR22825.000							
7. ISSUED BY  U. S. DEPARTMENT OF ENERGY PROCUREMENT AND CONTRACTS DIVISION ATTN: JUDITH S. WILSON, AD-424 P. O. BOX 2001 OAK RIDGE, TN 37831-8759				8. ADDRESS OFFER TO (If other than Item 7)  U.S. DEPARTMENT OF ENERGY OAK RIDGE OPERATIONS OFFICE PROCUREMENT AND CONTRACTS DIVISION ATTN: JUDITH S. WILSON, AD-424 200 ADMINISTRATION ROAD, FEDERAL BUILDING OAK RIDGE, TN 37830			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See ORO L135 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See ORO L10 until See ORO L10 local time See ORO L10.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Judith S. Wilson	B. TELEPHONE NO. (NO COLLECT CALLS) (865) 576-0786	C. E-MAIL ADDRESS Adminseb@oro.doe.gov
---------------------------	--	-----------------------------	---	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	33
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	15	X	J	LIST OF ATTACHMENTS	68
X	D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	83
X	F	DELIVERIES OR PERFORMANCE	19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	92
X	G	CONTRACT ADMINISTRATION	21	X	M	EVALUATION FACTORS FOR AWARD	124
X	H	SPECIAL CONTRACT REQUIREMENTS	23				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE T .)))))))))	T FACILITY T .)))))))))	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. (+), (.)-	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ->ORO J10	
24. ADMINISTERED BY (If other than Item 7)	CODE T .)))))))))	25. PAYMENT WILL BE MADE BY	CODE T .)))))))))
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

## TABLE OF CONTENTS

### PART I - THE SCHEDULE

#### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1	ORO B01 ITEMS BEING ACQUIRED (MAY 1997) .....	2
B.2	ORO B13 PRICE SCHEDULE (TIME-AND-MATERIAL AND LABOR-HOUR) (MAY 1997) (REVISED) .....	3
B.3	ORO B18 MINIMUM/MAXIMUM REQUIREMENTS .....	13
B.4	ORO B35 OPTION(S) TO EXTEND THE CONTRACT (TIME-AND- MATERIALS/ LABOR-HOUR) ALTERNATE III (MAY 1997) .....	13
B.5	ORO B65 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 1999) ...	14

#### **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1	ORO C01 PERFORMANCE-BASED STATEMENT OF WORK (MAY 1997) .	15
C.2	ORO C20 REPORTS (MAY 1997) (REVISED) .....	15

#### **SECTION D - PACKAGING AND MARKING**

D.1	ORO D01 PACKAGING (MAY 1997) (REVISED) .....	16
D.2	ORO D05 MARKING (MAY 1997) .....	16

#### **SECTION E - INSPECTION AND ACCEPTANCE**

E.1	52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986) .....	17
E.2	ORO E03 INSPECTION (MAY 1997) .....	18
E.3	ORO E05 ACCEPTANCE (MAY 1997) .....	18

#### **SECTION F - DELIVERIES OR PERFORMANCE**

F.1	ORO F03 TERM OF CONTRACT ALTERNATE II (MAY 1997) (REVISED) ..	19
F.2	ORO F05 PRINCIPAL PLACE OF PERFORMANCE (MAY 1997) .....	19
F.3	52.242-15 STOP-WORK ORDER (AUG 1989) .....	19

#### **SECTION G - CONTRACT ADMINISTRATION DATA**

G.1	ORO G01 CORRESPONDENCE PROCEDURES (SEPT 1999) .....	21
G.2	ORO G10 SUBMISSION OF VOUCHERS/INVOICES AND BILLING INSTRUCTIONS (SEPT 1999) (REVISED) .....	21
G.3	ORO G20 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAY 1997) .....	21
G.4	ORO G25 CONTRACT ADMINISTRATION (MAY 1997) .....	22
G.5	ORO G30 CONTRACT TECHNICAL MONITOR (MAY 1997) (REVISED) ...	22

#### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

H.1	ORO H01 CONSECUTIVE NUMBERING (MAY 1997) .....	23
H.2	ORO H03 TECHNICAL DIRECTION (MAY 1997) (REVISED) .....	23
H.3	ORO H05 MODIFICATION AUTHORITY (MAY 1997) .....	24
H.4	ORO H10 OVERSIGHT OF CONTRACTOR (SEPT 1999) .....	24
H.5	ORO H15 ORDERING PROCEDURE (MAY 1997) (REVISED) .....	25
H.6	ORO H35 ENVIRONMENT, SAFETY, AND HEALTH (MAY 1997) (REVISED) .....	26
H.8	ORO H50 SAFEGUARDS AND SECURITY AWARENESS PROGRAM (MAY 1997) .....	27
H.9	ORO H55 QUALITY ASSURANCE SYSTEM (MAY 1997) .....	27
H.10	ORO H57 HUMAN RESOURCES CONSIDERATIONS (SEPT 1999) (REVISED) .....	27
H.11	ORO H60 OBSERVANCE OF LEGAL HOLIDAYS (SEPT 1999) .....	28
H.12	ORO H63 INSURANCE (SEPT 1999) .....	28

H.13	ORO H65 CONFIDENTIALITY OF INFORMATION (MAY 1997)	28
H.14	ORO H70 KEY PERSONNEL (MAY 1997) (REVISED)	29
H.15	ORO H95 GOVERNMENT PROPERTY ALTERNATE II (SEPT 1999)	30
H.16	ORO H117 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (SEPT 1999)	30
H.17	ORO H150 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (MAY 1997)	31
H.18	ORO H-3A HOURS OF OPERATION (DEC 1999)	31
H.19	ORO H-6A EMPLOYEE TRAINING (DEC 1999)	31
H.20	ORO H-8A CLEANLINESS OF THE WORK AREA (DEC 1999)	31
H.21	ORO H-11A STANDARDS OF CONDUCT (DEC 1999)	32
H.22	ORO H-12A OTHER CONTRACTS (DEC 1999)	32
H.23	LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2000)	32

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

I.1	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	33
	52.203-3	APR 1984	GRATUITIES
	52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
	52.203-6	OCT 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
	52.203-7	JULY 1995	ANTI-KICKBACK PROCEDURES
	52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
	52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	52.203-12	JUNE 1997	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
	52.204-4	JUN 1996	PRINTING/COPYING DOUBLED-SIDED ON RECYCLED PAPER
	52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
	52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
	52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
	52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
	52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
	52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
	52.222-3	AUG 1996	CONVICT LABOR
	52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
	52.222-26	FEB 1999	EQUAL OPPORTUNITY

	52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	
	52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	
	52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	
	52.223-2	APR 1984	CLEAN AIR AND WATER	
	52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	
	52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING	
	52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	
	52.227-1	JUL 1995	AUTHORIZATION AND CONSENT	
	52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	
	52.227-3	APR 1984	PATENT INDEMNITY	
	52.232-7	FEB 1997	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	
	52.232-17	JUN 1996	INTEREST	
	52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS	
	52.232-25	JUN 1997	PROMPT PAYMENT	
	52.233-1	DEC 1998	DISPUTES	
	52.233-3	AUG 1996	PROTEST AFTER AWARD	
	52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	
	52.237-3	JAN 1991	CONTINUITY OF SERVICES	
	52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS	
	52.242-13	JUL 1995	BANKRUPTCY	
	52.243-3	AUG 1987	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	
	52.244-2	AUG 1998	SUBCONTRACTS	
	52.245-1	APR 1984	PROPERTY RECORDS	
	52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES	
	52.248-1	MAR 1989	VALUE ENGINEERING	
	52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996)	
	52.249-14	APR 1984	EXCUSABLE DELAYS	
	52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES	
	52.253-1	JAN 1991	COMPUTER GENERATED FORMS	
I.2	52.216-18 ORDERING (OCT 1995)			35
I.3	52.216-19 ORDER LIMITATIONS (OCT 1995)			35
I.4	52.216-22 INDEFINITE QUANTITY (OCT 1995)			36
I.5	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)			36
I.6	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)			37
I.7	52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)			37
I.8	52.219-70XX SECTION 8(A) DIRECT AWARD (JUNE 1998)			37
I.9	52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)			38
I.10	52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)			44

I.11	52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (MAY 1989) . . . . .	44
I.12	52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) . . . . .	45
I.13	52.224-2 PRIVACY ACT (APR 1984) . . . . .	45
I.14	52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1994) . . . . .	46
I.15	52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987) ALTERNATE V (JUN 1987) AS MODIFIED BY DEAR 927.409 . . . . .	46
I.16	52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) . . . .	51
I.17	52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) . . . . .	51
I.18	52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) . . . . .	51
I.19	52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998) . . . . .	53
I.20	52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (AS MODIFIED BY 952.245-5) . . . . .	54
I.21	52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) . . . . .	59
I.22	52.202-1 DEFINITIONS (OCT 1995) (AS MODIFIED BY 952.202-1) (MAR 1985) . . . . .	59
I.23	952.204-2 SECURITY (SEP 1997) . . . . .	60
I.24	952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997) . . . . .	61
I.25	952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1999) (DEVIATION) . . . . .	62
I.26	952.224-70 PAPERWORK REDUCTION ACT (APR 1994) . . . . .	63
I.27	970.5204-58 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (AUG 1992) . . . . .	64
I.28	970.5204-59 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (JAN 1993) . . . . .	64
I.29	952.208-70 PRINTING (APR 1984) . . . . .	65
I.30	952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984) . . . . .	65
I.31	952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997) .	65
I.32	952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (JUN 1995) . . . . .	66

### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

J.1	ORO J01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (MAY 1997) . . . . .	68
J.2	ORO J10 DISTRIBUTION ADDRESSEE LIST (MAY 1997) (REVISED) . . . .	68

### **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

K.1	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) . . . .	83
K.2	52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) . . . . .	83
K.3	52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999) . . . . .	85
K.4	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) . . . . .	85
K.5	52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (NOV 1999) . . . . .	86

K.6	52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) . . . . .	87
K.7	52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) . . . . .	87
K.8	52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984) . . . . .	88
K.9	52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) . . . . .	88
K.10	52.225-1 BUY AMERICAN CERTIFICATE (DEC 1989) . . . . .	89
K.11	952.204-73 FACILITY CLEARANCE (APR 1999) (DEVIATION) . . . . .	89
K.12	970.5204-57 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (SEP 1997) . . . . .	91

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1	52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) . . . . .	92
L.2	52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 1999) . . . . .	92
L.3	52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997) . . . . .	95
L.4	52.216-1 TYPE OF CONTRACT (APR 1984) . . . . .	97
L.5	52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) . . . . .	97
L.6	52.233-2 SERVICE OF PROTEST (SEP 1996) (AS MODIFIED BY 952.233-2) (AUG 1996) . . . . .	98
L.7	52.237-1 SITE VISIT (APR 1984) . . . . .	98
L.8	952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996) . . . . .	98
L.9	952.233-5 AGENCY PROTEST REVIEW (SEP 1996) . . . . .	99
L.10	ORO L01 CONTENT OF RESULTING CONTRACT (MAY 1997) . . . . .	99
L.11	ORO L-2A HUMAN RESOURCES CONSIDERATIONS (DEC 1999) . . . . .	99
L.12	ORO L05 EXCLUDED CONTRACTORS (MAY 1997) . . . . .	99
L.13	ORO L10 TIME, DATE AND PLACE PROPOSALS ARE DUE (MAY 1997) . . . . .	100
L.14	ORO L20 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION ALTERNATE I (MAY 1997) . . . . .	100
L.15	ORO L40 NUMBER OF AWARDS (MAY 1997) . . . . .	100
L.16	ORO L55 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (MAY 1997) . . . . .	100
L.17	ORO L60 AMENDMENT OF THE SOLICITATION ALTERNATE I (MAY 1997) . . . . .	101
L.18	ORO L62 SOLICITATION QUESTIONS (MAY 1997) (REVISED) . . . . .	101
L.19	ORO L65 PREPROPOSAL CONFERENCE -- NONE (MAY 1997) . . . . .	101
L.20	ORO L85 NOTICE OF LABOR PROVISIONS (MAY 1997) . . . . .	101
L.21	ORO L99 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (DEC 1999) . . . . .	102
L.22	ORO L110 DISPOSITION OF PROPOSALS OR BIDS (MAY 1997) . . . . .	102
L.23	ORO L135 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL (MAY 1997) (REVISED) . . . . .	103
L.24	ORO L150 PROPOSAL PREPARATION INSTRUCTIONS--VOLUME I, OFFER AND OTHER DOCUMENTS (MAY 1997) (REVISED) . . . . .	104
L.25	ORO L155 PROPOSAL PREPARATION INSTRUCTIONS--VOLUME II, TECHNICAL AND BUSINESS MANAGEMENT PROPOSAL (MAY 1997) . . . . .	105
L.26	ORO L185 AVAILABILITY OF REFERENCED DOCUMENTS (SEPT 1999) (REVISED) . . . . .	109
L.27	NOTICE REGARDING THE PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS--SENSE OF CONGRESS . . . . .	109
L.28	ORO L190 INTENTION TO PROPOSE (MAR 1990) (REVISED) . . . . .	110



**SECTION M - EVALUATION FACTORS FOR AWARD**

M.1	52.217-5 EVALUATION OF OPTIONS (JUL 1990) . . . . .	124
M.2	ORO M01 EVALUATION GENERAL -- GENERAL (MAY 1997) . . . . .	124
M.3	ORO M05 EVALUATION CRITERIA (ALTERNATE I) (MAY 1997) . . . . .	125
M.4	ORO M15 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (ALTERNATE I) (MAY 1997) (REVISED) . . . . .	126

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 ORO B01 ITEMS BEING ACQUIRED (MAY 1997)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - See Section J, Attachment A, Performance-Based Statement of Work

Item 2 - Reports in accordance with Section J, Attachment B, Reporting Requirements

**B.2 ORO B13 PRICE SCHEDULE (TIME-AND-MATERIAL AND LABOR-HOUR) (MAY 1997) (REVISED)**

- (a) The contractor shall provide personnel in the labor categories and at the hourly rates (wages, indirect costs, general and administrative expenses, and profit) set forth below. The quantity of man-hours are estimated amounts and may vary during the period of performance. Direct Productive Labor Hours (DPLH) are defined as actual hours worked exclusive of vacation, holidays, sick leave, and other advances. DPLH include subcontract work hours used in the performance of the Statement of Work. The hourly rates are fixed for the full period of performance of the contract. The wage rates included in the fully burdened hourly rates are not subject to revision unless required by the Service Contract Act. Any adjustment required by the Service Contract Act will be in accordance with Department of Labor (DOL) Wage Determinations. Any revised DOL Wage Determination will be included in Part III, Section J of this contract. The indirect cost rates, general and administrative expense, and profit amount applied to the hourly rates are fixed for the full term of the contract and will not be changed if wage rates are adjusted as a result of the Service Contract Act.
- (b) All materials, supplies, and equipment will be furnished by the Government as set forth in clause H95. In the event, however, that the contractor is required by the contracting officer to acquire such items, reimbursement will be in accordance with FAR 52.232-7. In the event that any travel is required, the contractor will obtain the approval of the contracting officer or any other duly authorized representative. Reasonable and allocable material handling costs may be included in the charge for other direct costs in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The material handling cost rate is fixed for the full period of performance of the contract.
- (c) In accordance with FAR 52.246-6, Inspection--Time-and-Material and Labor-Hour, the Government may require the contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in FAR 52.246-6, paragraph h, the cost of replacement or correction shall be determined under FAR 52.232-7, Payments Under Time-and-Material and Labor-Hour Contracts, but the hourly rates for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit.

(d) Schedule: Base Period, June 1, 2000 – May 31, 2001 (Year 1)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
<b><u>KEY PERSONNEL</u></b>							
Project Manager	E	1.0	1920				
Project Integration/Control Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
ES&H/Security/QA Manager	E	1.0	1920				
<b><u>NON-KEY PERSONNEL</u></b>							
Administrative Analyst I	N	4.0	7680				
Administrative Analyst II	N	3.0	5760				
Administrative Analyst III	N	5.0	9600				
Administrative Asst. I	N	3.0	5760				
Administrative Asst. II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Data Entry Operator III	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	7.0	13440				
General Clerk I	N	7.0	13440				
General Clerk II	N	17.0	32640				
General Clerk III	N	5.0	9600				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary III	N	1.0	1920				
Secretary IV	N	1.0	1920				
Security Clerk	N	8.0	15360				
Security Officer	E	3.0	5760				

Security Supervisor	E	1.0	1920				
Supervisor	E	6.0	11520				
Technical Writer IV	N	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		113	216960				
Overtime						\$60,000	
Other Direct Costs:							
Travel						\$15,000	
Other						\$25,000	
Ceiling Price							

The hourly rates include a profit of \_\_\_\_ percent.

The normal company indirect rate(s) allocated to purchase materials is \_\_\_\_ percent and is included in the Other Direct Costs above.

All Other Direct Costs and overtime must be approved by the Contract Officer's Representative prior to occurrence. Travel costs will be reimbursed on an actual basis in accordance with Federal Acquisition Regulations and GSA's Federal Travel Regulations.

## Schedule: Base Period, June 1, 2001 – May 31, 2002 (Year 2)

Labor Categories	Exempt or Non- Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
<b><u>KEY PERSONNEL</u></b>							
Project Manager	E	1.0	1920				
Project Integration/Control Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
ES&H/Security/QA Manager	E	1.0	1920				
<b><u>NON-KEY PERSONNEL</u></b>							
Administrative Analyst I	N	4.0	7680				
Administrative Analyst II	N	3.0	5760				
Administrative Analyst III	N	5.0	9600				
Administrative Asst. I	N	3.0	5760				
Administrative Asst. II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Data Entry Operator III	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	7.0	13440				
General Clerk I	N	7.0	13440				
General Clerk II	N	17.0	32640				
General Clerk III	N	5.0	9600				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary III	N	1.0	1920				
Secretary IV	N	1.0	1920				
Security Clerk	N	8.0	15360				
Security Officer	E	3.0	5760				

Security Supervisor	E	1.0	1920				
Supervisor	E	6.0	11520				
Technical Writer IV	N	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		113	216960				
Overtime						\$60,000	
Other Direct Costs:							
Travel						\$15,000	
Other						\$25,000	
Ceiling Price							

The hourly rates include a profit of \_\_\_\_ percent.

The normal company indirect rate(s) allocated to purchase materials is \_\_\_\_ percent and is included in the Other Direct Costs above.

All Other Direct Costs and overtime must be approved by the Contract Officer's Representative prior to occurrence. Travel costs will be reimbursed on an actual basis in accordance with Federal Acquisition Regulations and GSA's Federal Travel Regulations.

## Schedule: Option Year I, June 1, 2002 – May 31, 2003 (Year 3)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
<b><u>KEY PERSONNEL</u></b>							
Project Manager	E	1.0	1920				
Project Integration/Control Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
ES&H/Security/QA Manager	E	1.0	1920				
<b><u>NON-KEY PERSONNEL</u></b>							
Administrative Analyst I	N	4.0	7680				
Administrative Analyst II	N	3.0	5760				
Administrative Analyst III	N	5.0	9600				
Administrative Asst. I	N	3.0	5760				
Administrative Asst. II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Data Entry Operator III	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	7.0	13440				
General Clerk I	N	7.0	13440				
General Clerk II	N	17.0	32640				
General Clerk III	N	5.0	9600				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary III	N	1.0	1920				
Secretary IV	N	1.0	1920				
Security Clerk	N	8.0	15360				
Security Officer	E	3.0	5760				



Security Supervisor	E	1.0	1920				
Supervisor	E	6.0	11520				
Technical Writer IV	N	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		113	216960				
Overtime						\$60,000	
Other Direct Costs:							
Travel						\$15,000	
Other						\$25,000	
Ceiling Price							

The hourly rates include a profit of \_\_\_\_ percent.

The normal company indirect rate(s) allocated to purchase materials is \_\_\_\_ percent and is included in the Other Direct Costs above.

All Other Direct Costs and overtime must be approved by the Contract Officer's Representative prior to occurrence. Travel costs will be reimbursed on an actual basis in accordance with Federal Acquisition Regulations and GSA's Federal Travel Regulations.

## Schedule: Option Year II, June 1, 2003 – May 31, 2004 (Year 4)

Labor Categories	Exempt or Non-Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
<b><u>KEY PERSONNEL</u></b>							
Project Manager	E	1.0	1920				
Project Integration/Control Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
ES&H/Security/QA Manager	E	1.0	1920				
<b><u>NON-KEY PERSONNEL</u></b>							
Administrative Analyst I	N	4.0	7680				
Administrative Analyst II	N	3.0	5760				
Administrative Analyst III	N	5.0	9600				
Administrative Asst. I	N	3.0	5760				
Administrative Asst. II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Data Entry Operator III	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	7.0	13440				
General Clerk I	N	7.0	13440				
General Clerk II	N	17.0	32640				
General Clerk III	N	5.0	9600				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary III	N	1.0	1920				
Secretary IV	N	1.0	1920				
Security Clerk	N	8.0	15360				
Security Officer	E	3.0	5760				

Security Supervisor	E	1.0	1920				
Supervisor	E	6.0	11520				
Technical Writer IV	N	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		113	216960				
Overtime						\$60,000	
Other Direct Costs:							
Travel						\$15,000	
Other						\$25,000	
Ceiling Price							

The hourly rates include a profit of \_\_\_\_ percent.

The normal company indirect rate(s) allocated to purchase materials is \_\_\_\_ percent and is included in the Other Direct Costs above.

All Other Direct Costs and overtime must be approved by the Contract Officer's Representative prior to occurrence. Travel costs will be reimbursed on an actual basis in accordance with Federal Acquisition Regulations and GSA's Federal Travel Regulations.

## Schedule: Option Year III, June 1, 2004 – May 31, 2005 (Year 5)

Labor Categories	Exempt or Non- Exempt	FTE's	Estimated Base Year DPLH	Base Rate	Fully Loaded Rate	Estimated Amount	Fully Loaded OT Rate
<b><u>KEY PERSONNEL</u></b>							
Project Manager	E	1.0	1920				
Project Integration/Control Manager	E	1.0	1920				
Human Resources Manager	E	1.0	1920				
ES&H/Security/QA Manager	E	1.0	1920				
<b><u>NON-KEY PERSONNEL</u></b>							
Administrative Analyst I	N	4.0	7680				
Administrative Analyst II	N	3.0	5760				
Administrative Analyst III	N	5.0	9600				
Administrative Asst. I	N	3.0	5760				
Administrative Asst. II	N	16.0	30720				
Administrative Support Specialist	N	3.0	5760				
Data Entry Operator II	N	1.0	1920				
Data Entry Operator III	N	1.0	1920				
Database Administrator	E	4.0	7680				
Document Control Operator	N	7.0	13440				
General Clerk I	N	7.0	13440				
General Clerk II	N	17.0	32640				
General Clerk III	N	5.0	9600				
General Clerk IV	N	3.0	5760				
Photographer	E	1.0	1920				
Personnel Supervisor	E	1.0	1920				
Records Manager I	E	1.0	1920				
Secretary II	N	2.0	3840				
Secretary III	N	1.0	1920				
Secretary IV	N	1.0	1920				
Security Clerk	N	8.0	15360				
Security Officer	E	3.0	5760				

Security Supervisor	E	1.0	1920				
Supervisor	E	6.0	11520				
Technical Writer IV	N	1.0	1920				
Word Processor	N	4.0	7680				
TOTALS		113	216960				
Overtime						\$60,000	
Other Direct Costs:							
Travel						\$15,000	
Other						\$25,000	
Ceiling Price							

The hourly rates include a profit of \_\_\_\_ percent.

The normal company indirect rate(s) allocated to purchase materials is \_\_\_\_ percent and is included in the Other Direct Costs above.

All Other Direct Costs and overtime must be approved by the Contract Officer's Representative prior to occurrence. Travel costs will be reimbursed on an actual basis in accordance with Federal Acquisition Regulations and GSA's Federal Travel Regulations.

### B.3 ORO B18 MINIMUM/MAXIMUM REQUIREMENTS

The Contractor shall provide the services and deliverables subject to the following minimum and maximum requirements:

- (a) The minimum amount of \$500,000 is applicable to this contract.
- (b) The maximum amount of \$30,000,000 is applicable to this contract.

### B.4 ORO B35 OPTION(S) TO EXTEND THE CONTRACT (TIME-AND-MATERIALS/ LABOR-HOUR) ALTERNATE III (MAY 1997)

- (a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the contracting officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under the contract.
- (b) This contract shall be extended, at the unilateral option of the Government in accordance with FAR 52.217-9 set forth in Section I. Further, the Contractor agrees that the performance under option(s) which are exercised shall be accomplished within the hourly rates and contract ceiling price set forth in the Price Schedule.

**B.5 ORO B65 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 1999)**

- (a) The total payment to the Contractor by the Government for the performance of this contract will not exceed the ceiling price set forth in the schedule.
- (b) The sum presently available for payment and obligated to this contract is \$\_\_\_\_\_. It is anticipated that, from time to time, additional funds will be obligated to this contract up to the ceiling price.
- (c) Notwithstanding any other provision of this contract, the Government will not be obligated to make any payment to the Contractor, including payment in respect to subcontracts and termination settlement costs, in excess of the total amount from time to time obligated to this contract. The Contractor is not obligated to continue contract performance beyond the total amount currently obligated on each task order, and in the event it does, it does so at its own risk.
- (d) The contractor will provide written notification to the Contracting Officer if the work to be performed will reach a point within the next 30 days at which the total amount paid and payable by the Government will approximate 85 percent of the total amount obligated to the contract. The notice will state the estimated date when that point will be reached and the estimated amount of additional funds required to continue performance.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 ORO C01 PERFORMANCE-BASED STATEMENT OF WORK (MAY 1997)**

The Performance Based Statement of Work is located in Section J, Attachment A of this contract.

### **C.2 ORO C20 REPORTS (MAY 1997) (REVISED)**

Reports shall be prepared and submitted in accordance with Section J, Attachment B, Reporting Requirements, and other clauses and instructions in the contract which specify reporting requirements.

Various other reports may be required depending on the task order/work assignment. The level of detail the contractor must provide shall be commensurate with the scope and complexity of the task order/work assignment and as required by the Contracting Officer, Contracting Officer's Representative, Alternate Contracting Officer's Representative or Contract Technical Monitor. Distribution shall be made electronically and/or in paper format as requested by DOE.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 ORO D01 PACKAGING (MAY 1997) (REVISED)**

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Except for those reports required by the Reporting Requirements of the contract, where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

### **D.2 ORO D05 MARKING (MAY 1997)**

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

- (a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred

in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--
  - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

## **E.2 ORO E03 INSPECTION (MAY 1997)**

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

## **E.3 ORO E05 ACCEPTANCE (MAY 1997)**

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated successors.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 ORO F03 TERM OF CONTRACT ALTERNATE II (MAY 1997) (REVISED)**

The term of the contract is for two years. However, at the Government's sole discretion, this contract may be extended pursuant to the clause entitled "Option(s) to Extend the Contract (Time-and-Materials/Labor-Hour) (Alternate III)".

### **F.2 ORO F05 PRINCIPAL PLACE OF PERFORMANCE (MAY 1997)**

The principal places of performance are in normal office environments within the Oak Ridge Operations Office Federal Building, 2714 Complex, Building 1916-T2, Turnpike Building at 55 Jefferson Circle, Oak Ridge Site Offices at East Tennessee Technology Park, Oak Ridge National Laboratory and Y-12 Plant, and any other facilities which are owned, leased, or otherwise under the control of the U.S. Department of Energy Oak Ridge Operations. If space is available and it is in the Government's best interest, key personnel may be housed in Federal facilities with non-key personnel, and subject to building regulations mentioned in ORO H11A.

### **F.3 52.242-15 STOP-WORK ORDER (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 ORO G01 CORRESPONDENCE PROCEDURES (SEPT 1999)**

All correspondence submitted by the Contractor (except for invoices and reports) shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contract Specialist.
- (b) Patents/Technical Data Correspondence. Correspondence concerning patent and technical data issues shall be addressed to the Assistant Chief Counsel for Intellectual Property, Office of Chief Counsel, USDOE, Post Office Box 2001, Oak Ridge, TN, 37831-8751, with an informational copy to the Contracting Officer and the COR.
- (c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer or Contract Specialist designated in ORO G25, with information copies of the correspondence to the DOE COR, and to the DOE Assistant Chief Counsel for Intellectual Property (where patent or technical data issues are involved).
- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. [ ] (Insert the contract number) [ ] (Insert subject topic after contract number, e.g., "Request for subcontract placement consent)".

### **G.2 ORO G10 SUBMISSION OF VOUCHERS/INVOICES AND BILLING INSTRUCTIONS (SEPT 1999) (REVISED)**

- (a) The Contractor shall submit invoices in accordance with the FAR payment clause in Section I of the contract (unless prior written consent from the Contracting Officer for more frequent billing is obtained); and in accordance with Reporting Requirements instructions in Section J. The period of performance covered by the invoices should be the same as covered by any required monthly labor cost management and accrual reports.
- (b) Billing instructions are being provided for use by the contractor in preparing and submitting vouchers requesting reimbursement for work performed under a time and materials pricing arrangement in Section J. Compliance with these instructions consolidates a variety of reports, reduces correspondence, and promotes prompt payment to the contractor.

### **G.3 ORO G20 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAY 1997)**

The Contracting Officer's Representative will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer's Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

**G.4 ORO G25 CONTRACT ADMINISTRATION (MAY 1997)**

The contract will be administered by Judith S. Wilson, Contract Specialist, U.S. Department of Energy, Oak Ridge Operations, AD-424, Oak Ridge, TN 37831-8759. Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist designated via separate correspondence to the above address.

**G.5 ORO G30 CONTRACT TECHNICAL MONITOR (MAY 1997) (REVISED)**

A Contract Technical Monitor(s) (CTM) may be designated by separate letter by the COR. The CTM assists the Contracting Officer Representative. CTMs are not authorized to change any of the terms and conditions of the contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ORO H01 CONSECUTIVE NUMBERING (MAY 1997)**

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

### **H.2 ORO H03 TECHNICAL DIRECTION (MAY 1997) (REVISED)**

- (a) Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) Technical direction will be provided by written communication by the COR or CTM as needed.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in paragraph (b)(1) through (b)(5) above, the Contractor shall not proceed but shall notify the Contracting

Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
  - (3) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes-- Alternate I."

### **H.3 ORO H05 MODIFICATION AUTHORITY (MAY 1997)**

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

### **H.4 ORO H10 OVERSIGHT OF CONTRACTOR (SEPT 1999)**

(a) The parties recognize that DOE has entered into Contract No. DE-AC05-84OR21400 (hereinafter referred to as Contract OR21400) with Lockheed Martin Energy Systems, Inc. (hereinafter LMES) for the management and operation of Government-owned facility located in Oak Ridge, Tennessee, at which the Contractor will performing under this contract. The Contractor hereby agrees that while it is performing work at this site it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of LMES with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor agrees that its responsibility to comply with the foregoing is not reduced by the oversight provided by LMES under Clause H.15 of Contract OR21400 nor are any of the Contractor's responsibilities assumed by LMES by such clause. The Contractor acknowledges that the performance by LMES under Contract OR21400 is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.

(b) The Contractor agrees to cooperate fully and in good faith with DOE and LMES so as to enable LMES to perform their obligations under Clause H.15 of Contract OR21400, including evaluation of the Contractor's programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation



protection, security, quality assurance, industrial hygiene, criticality safety, and related operations. In performing such evaluations, the Contractor agrees to allow LMES access to documents relating to the foregoing, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; requests for proposals, bids, and other necessary procurement related documents from or to any Governmental agency relating to such matters; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.

(c) The Contractor acknowledges that Clause H.15 of Contract OR21400 authorizes LMES under specified circumstances, to suspend work of the Contractor or deny the Contractor access to the Government's facility. The Contractor agrees to comply with any such LMES direction.

(d) The Contractor agrees to include in all subcontracts, that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

#### **H.5 ORO H15 ORDERING PROCEDURE (MAY 1997) (REVISED)**

Performance under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer.
- (a) From time to time during the period of performance of this contract, Task Orders will be approved in writing by the Contracting Officer to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; (4) not to exceed total task estimate of cost and DPLH; (5) limitation of funds and DPLH to accommodate incremental funding levels; and (6) any Government-furnished property. Such Task Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor-acquired will also be listed in the property schedules of this contract as well as in the individual Task Orders.
- (b) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A revision to a Task Order will be identified by a numeric designation following the existing Task Order number indicating the revision sequence.
- (c) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Order issued by the Contracting Officer, a one-time Contractor Task Plan. The Task Plan is the Contractor's overall estimate for the completion of the Task Order and shall include the following:
  - (1) Date of commencement of work, and any necessary revision to the schedule of performance.
  - (2) Direct Productive Labor-Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in paragraph (4) below, estimated to complete the task.
  - (3) The travel and material estimate.
  - (4) An estimate for subcontractors and consultants; including the DPLH, if

- applicable.
- (5) Estimated computer use time required, if applicable.
- (6) Other pertinent information, indirect costs, consultants, interdivisional transfers, etc.
- (7) The total estimated cost and fixed fee, if applicable, for completion of the Task Order.
- (8) The Contractor's Task Plan is subject to the approval of the Contracting Officer. If the approved Task Plan estimate of DPLH and dollars differ from the Task Order, a revised Task Order incorporating the approved Task Plan estimate of DPLH and dollars will be issued. After a Task Order is issued, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the approval of the Contracting Officer and a revised Task Order is required if a Revised Task Plan is approved.
- (9) Costs and DPLH shall be tracked by the Contractor for each task order. The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that either the costs or DPLH it expects to incur under a task order in the next 60 days, when added to all costs or DPLH previously incurred, will exceed 85 percent of the total costs or DPLH designated on the task order.
- (10) Orders shall be issued for completion only within the term of contract, unless unexercised options to extend the term are available to the Government. In that event, any task period of performance is considered provisional unless the term of contract is extended.
- (11) This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Limitation of Government's Obligation (Time-and-Materials and Labor-Hour)", "Completion Dates," "Term of Contract," "Level of Effort" or clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

#### **H.6 ORO H35 ENVIRONMENT, SAFETY, AND HEALTH (MAY 1997) (REVISED)**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees, members of the public, and the environment, and shall comply with all applicable environment, safety, and health regulations and reporting requirements of DOE. The Contracting Officer shall notify the contractor in writing of any noncompliance with the clause provisions and corrective action to be taken; the contractor shall immediately take corrective action. The contractor shall submit a safety management plan for review and approval 30 days after award of this contract. If the contractor fails to comply with regulations or requirements, the Contracting Officer may without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption may be issued at the discretion of the Contracting Officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

#### **H.7 ORO H45 SECURITY QUALIFICATIONS (SEPT 1999)**

Clearance Requirements: All contractor employees shall be "Q", "L" or "BAO" cleared. For employees requiring DOE "Q" or "L" security clearances, the contractor shall not employ anyone who is not a citizen of the United States. (Clearance-Access authorizations are granted by the DOE pursuant to Title 10, Code of Federal Regulations, Part 710.) Security badges must be worn properly at all times while working at any of the DOE facilities.

Obtaining Clearances: Prior to submitting individuals for clearance, the contractor must screen individuals in accordance with an employee screening plan approved by the DOE Contracting Officer's Representative (COR). The certification by the contractor to the COR of a favorable screening is required prior to employment. The screen shall include verification of identity, citizenship, previous employment and education and the results of credit and law enforcement checks. Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements.

Maintenance of Clearances: Security badges will be furnished by DOE. Neither the contractor nor its employees shall ever reassign badges to a different employee. The contractor shall assure that badges are turned in for employees who are no longer working on this contract, for employee who no longer need access for whatever reason, or when a badge expires.

The contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR/CTM will approve contractor personnel for escort privileges and provide escort training.

#### **H.8 ORO H50 SAFEGUARDS AND SECURITY AWARENESS PROGRAM (MAY 1997)**

The contractor shall establish and maintain a Safeguards and Security Awareness Program acceptable to the Department of Energy (DOE) which satisfies the requirements of DOE Order 470.1. A Safeguards Security Awareness Coordinator must be appointed and will be responsible for ensuring all employees, cleared and uncleared, who are assigned to a DOE facility or who are performing work involving access to classified facilities, classified information, or special nuclear materials are informed of their security responsibilities. Any subcontracts in support of this work shall require subcontractors to comply with the contractor's Safeguards and Security Awareness Program.

#### **H.9 ORO H55 QUALITY ASSURANCE SYSTEM (MAY 1997)**

In the conduct of the work performed under this contract, the Contractor agrees to establish and/or maintain an acceptable quality assurance system. If requested by the Contracting Officer, a quality assurance plan shall be submitted to DOE for approval. If the contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10, Section 830.3, Code of Federal Regulations, the applicability of the requirements in Section 830.120 shall be determined. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

#### **H.10 ORO H57 HUMAN RESOURCES CONSIDERATIONS (SEPT 1999) (REVISED)**

The contractor shall, for purposes of vacations only, credit those employees it hires from Enterprise Advisory Services, Inc. under Contract No. DE-AC05-95OR22200 with length of service credit for any continuous employment with predecessor support service contractors for this work. The credited prior service, if any, will be applied to the contractor's vacation plan, not the Enterprise Advisory Services, Inc. vacation plan. Prior service will not be credited for any other purpose by the Contractor.

The contractor shall provide substantially equivalent pay and benefits in aggregate based on its company policy.

The contractor shall provide the transitioned employees a medical benefits program with no enrollment waiting period or pre-existing conditions exclusion.

The contractor shall obtain DOE approval prior to backfilling vacant positions.

The contractor shall provide quarterly employment data, payroll and residence data, and other information as specified in the Reporting Requirements.

#### **H.11 ORO H60 OBSERVANCE OF LEGAL HOLIDAYS (SEPT 1999)**

- (a) Government personnel observe the listed days as holidays. The Contractor shall conform to holidays observed by the Government and any other day designated by Federal statutes, Executive Orders, or Presidential proclamation: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- (b) The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer.

#### **H.12 ORO H63 INSURANCE (SEPT 1999)**

- (a) Except as provided in subparagraph (b) immediately following, the Contractor shall provide and maintain:

TYPE OF INSURANCE	AMOUNT
Worker's compensation	\$100,000
Employer's liability	\$100,000
Comprehensive general liability (bodily injury)	\$500,000 per occurrence
Comprehensive automobile liability (bodily injury)	\$200,000 per person and \$500,000 per occurrence
Comprehensive automobile liability (property damage)	\$20,000 per occurrence

- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker's compensation, the Contractor is qualified pursuant to statutory authority.
- (c) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

**H.13 ORO H65 CONFIDENTIALITY OF INFORMATION (MAY 1997)**

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all appropriate subcontracts.

**H.14 ORO H70 KEY PERSONNEL (MAY 1997) (REVISED)**

The personnel specified below are considered to be essential to the work being performed hereunder, and shall be assigned full time to this contract and available to begin working on the effective date of the contract. No substitution of Key Personnel is permitted in the first two years of the contract, absent illness, death, or termination. After the first two years, prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitution) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than thirty (30) days. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the

Contracting Officer, replace such employee with an employee of substantially equal abilities and qualification with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. Key personnel position vacancies must not exceed ten (10) work days. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME	TITLE
_____	<u>Project Manager</u>
_____	<u>Project Integration/Control Manager</u>
_____	<u>Human Resources Manager</u>
_____	<u>ES&amp;H/Security/QA Manager</u>

#### **H.15 ORO H95 GOVERNMENT PROPERTY ALTERNATE II (SEPT 1999)**

- (a) The Government shall provide space, utilities (including telephones and telephone service), equipment, and supplies necessary for the contractor to accomplish the work set forth in the Statement of Work.
- (b) Ordering supplies shall be through the ORO Stores. The Contracting Officer's Representative (COR) will approve requisitions prior to ordering. Removal of government-furnished property shall be in accordance with an inventory management program approved by the COR. Government-furnished property shall only be used for the accomplishment of work approved under this contract.
- (c) Equipment repair shall be at ORO expense. The source of maintenance shall be recommended by the contractor and approved by the COR.

#### **H.16 ORO H117 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (SEPT 1999)**

- (a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.
- (b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
- (c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.
- (d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the contractor shall continue to perform to the full extent possible without utilizing the software in question.
- (e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

**H.17 ORO H150 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (MAY 1997)**

The Representations, Certifications, and Other Statements of the Offeror, dated \_\_\_\_\_, for this contract are, by reference, hereby incorporated in and made a part of this contract.

**H.18 ORO H-3A HOURS OF OPERATION (DEC 1999)**

Activities shall be performed during a normal work week (Monday through Friday) of five eight-hour days per employee with a minimum of one-half hour for lunch. Work shall normally be performed between the hours of 7:00 a.m. and 5:00 p.m. However, all areas of support shall be staffed between the hours of 8:00 a.m. and 4:30 p.m. except for the Security Processing Section which must be open from 7:00 a.m. to 5:00 p.m. and the Mail Center which must be open from 7:30 a.m. to 5:00 p.m. Contractor personnel directly supporting the emergency management office shall be on call 24 hours per day except for periods of absence from the Oak Ridge geographical area. There shall be no break in daily services at locations where more than one employee is assigned. Alternate Work Schedules may be permitted at the discretion of DOE. Travel may be required as directed in task orders.

If the Oak Ridge Operations Office facility becomes inaccessible to the contractor and no other local office or facility is available, DOE will pay for administrative leave for the necessary duration for the impacted employees. DOE will notify the contractor project manager to make notification to its employees in a manner that is consistent with its company policies.

**H.19 ORO H-6A EMPLOYEE TRAINING (DEC 1999)**

Contractor's Responsibility: The contractor shall provide fully qualified and trained personnel from its own resources to support ORO requirements. ORO may provide training assistance at its discretion at no cost to the contractor. All training must be approved by the COR.

Mandatory Training: The contractor shall ensure that all employees attend safety and security training once within 30 days of beginning performance on this contract and at least once annually thereafter. Contractor shall ensure that every employee is instructed to safely and competently perform the work.

**H.20 ORO H-8A CLEANLINESS OF THE WORK AREA (DEC 1999)**

The contractor has responsibility for maintaining the areas under its control in an acceptable and orderly manner, and for disposing of waste in accordance with established Department of Energy procedures. Routine janitorial cleaning will be provided by DOE/ORO.

**H.21 ORO H-11A STANDARDS OF CONDUCT (DEC 1999)**

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. All persons employed in the performance of this contract shall comply with the regulations and procedures pertaining to access and use of Government buildings, grounds, vehicles, equipment, and other property. Unofficial work or work unrelated to the contract cannot be performed at Government facilities.

**H.22 ORO H-12A OTHER CONTRACTS (DEC 1999)**

The Government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such other additional work as may be directed by the Contracting Officer. The contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.

**H.23 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2000)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U. S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.



## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES  
INCORPORATED BY REFERENCE ARE:

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	OCT 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JULY 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUNE 1997	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT

52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.232-7	FEB 1997	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS

52.232-25	JUN 1997	PROMPT PAYMENT
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES - TIME-AND-MATERIALS OR LABOR- HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.245-1	APR 1984	PROPERTY RECORDS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	MAR 1989	VALUE ENGINEERING
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through May 31, 2002.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## **I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$3 million;
  - (2) Any order for a combination of items in excess of \$30 million; or
  - (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 31, 2002.

#### **I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

**I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.7 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) Agreement.
  - (1) A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
  - (2) The small business concern will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**I.8 52.219-70XX SECTION 8(A) DIRECT AWARD (JUNE 1998)**

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

- (d) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
  - (1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
  - (5) to adhere to the requirements of 52.219-14, "Limitations on Subcontracting".

#### **I.9 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).  
 "Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."  
 "Service Employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.
- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
  - (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
  - (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
  - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The

Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of

employees commended contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustments of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract appeals, as the case may be, irrespective of whether such issuance occurs prior to or



after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act--
  - (A) Name and address and social security number;
  - (B) Correct wage classification or classifications, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation.
  - (C) Daily and weekly hours worked by each employee; and
  - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision(C)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate or kickback on any

account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of Payments and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employee.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173) the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.** (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following

employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to this amendment by Pub. L 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
- (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
  - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Wage-Fringe Benefits
----------------	----------------------

(Refer to the most recent Service Contract Act Directory of Occupations which contains Federal grade equivalents.)

#### **I.11 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351 et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

#### **I.12 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

#### **I.13 52.224-2 PRIVACY ACT (APR 1984)**

- (a) The Contractor agrees to--
  - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--
    - (i) The systems of records; and
    - (ii) The design, development, or operation work that the contractor is to perform;
  - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
  - (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For

purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

- (c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

#### **I.14 52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1994)**

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those--
  - (1) For use outside the United States;
  - (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
  - (3) For which the agency determines that domestic preference would be inconsistent with the public interest; or
  - (4) For which the agency determines the cost to be unreasonable (See FAR 25.105).

#### **I.15 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987) ALTERNATE V (JUN 1987) AS MODIFIED BY DEAR 927.409**

- (a) Definitions.

- (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

- (2) Computer software, as used in this clause, means (i) computer programs, which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
  - (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
  - (4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements, except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.
  - (5) Limited rights data, as used in this clause, means data, other than computer software developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.
  - (6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software. The Government's right to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.
  - (7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
  - (8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--
- (i) Data first produced in the performance of this contract.
  - (ii) Form, fit, and function data delivered under this contract.
  - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
  - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to--
- (i) Use, release to others, reproduce, distribute, or publish any data first

- produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this contract.
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
  - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
  - (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.
- (c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c) and to include such notices on all reproductions of the data.
- (d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings



unless otherwise specifically authorized in writing by the Contracting Officer.

- (3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.
- (e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notice specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
  - (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
  - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibition.
  - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
- (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is

not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--
  - (i) Identifies the data to which the omitted notice is to be applied;
  - (ii) Demonstrates that the omission of the notice was inadvertent;
  - (iii) Establishes that the use of the proposed notice is authorized; and
  - (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

- (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition of this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.
- (2) [Reserved]
- (3) [Reserved]

- (h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
- (i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.
- (j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contractor shall designate an alternate inspector.

**I.16 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

**I.17 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.18 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by May 31, 2000. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the

Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
  - (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
  - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**I.19 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)**

- (a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.20 52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (AS MODIFIED BY 952.245-5)**

- (a) Government-furnished property.
  - (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
    - (i) All or substantially all of the Contractor's business;
    - (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
    - (iii) A separate and complete major industrial operation connected with performing this contract.
  - (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
  - (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times states in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
  - (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the

- Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) Changes in Government-furnished property.
- (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--
- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.
- (c) Title.
- (1) The Government shall retain title to all Government-furnished property.
- (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--
- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property or use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (d) Use of Government property.
- The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration.
- (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5 as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use,

maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.

- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make equitable adjustment in accordance with paragraph (h) of this clause.
- (f) Access.  
The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Limited risk of loss.
  - (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.
  - (2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--
    - (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
    - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
    - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
    - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
    - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
  - (3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
  - (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--
    - (A) Did not result from the Contractor's failure to maintain an approved program or system; or
    - (B) Occurred while an approved program or system was maintained by the Contractor.



- (4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
- (5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--
  - (i) The lost, destroyed, or damaged Government property;
  - (ii) The time and origin of the loss, destruction, or damage;
  - (iii) All known interests in commingled property of which the Government property is a part; and
  - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.
- (7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
- (8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.
- (9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all

- reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.
- (h) Equitable adjustment.  
When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--
- (1) Any delay in delivery of Government-furnished property;
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
  - (3) A decrease in or substitution of Government-furnished property; or
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.
- (j) Abandonment and restoration of Contractor premises.  
Unless otherwise provided herein, the Government--
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
  - (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment made under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications.  
All communications under this clause shall be in writing.
- (l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**I.21 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**I.22 52.202-1 DEFINITIONS (OCT 1995) (AS MODIFIED BY 952.202-1) (MAR 1985)**

- (a) "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
- (b) "Commercial component" means any component that is a commercial item.
- (c) "Commercial item" means--
  - (1) Any item other than real property, that is of a type customarily used for nongovernmental purposes and that--
    - (i) Has been sold, leased, or licensed to the general public; or
    - (ii) Has been offered for sale, lease, or license to the general public;
  - (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
  - (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
    - (i) Modifications of a type customarily available in the commercial marketplace; or
    - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
  - (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are a type customarily combined and sold in combination to the general public;
  - (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
    - (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
    - (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
  - (6) Services of a type offered and sold competitively in substantial quantities in

- the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraph (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
  - (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) "Component" means any item supplied to the Federal Government as part of an end item or of another component.
- (e) "Nondevelopmental item" means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
  - (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
  - (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.
- (f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (h) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

### **I.23 952.204-2 SECURITY (SEP 1997)**

- (a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) Definition of Special Nuclear Material (SNM). SNM means:
  - (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or
  - (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356).
- (j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

#### **I.24 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under

Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflects decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/ declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification or declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**I.25 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1999) (DEVIATION)**

- (a) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- (b) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

- (c) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.
- (d) If the contracting officer at any time determines that the contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or special nuclear material.
- (e) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (e) in all subcontracts under this contract that will require access authorizations for access to classified information or special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed SF 238 to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract). Such subcontracts or purchase orders shall not be awarded until the contractor is notified that the proposed subcontractors have been cleared. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.
- (f) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- (g) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE rights, including its rights to terminate this contract.
- (h) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

#### **I.26 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)**

- (a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

- (b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

**I.27 970.5204-58 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES  
(AUG 1992)**

- (a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
  - (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.
  - (2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
  - (3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

**I.28 970.5204-59 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES  
(JAN 1993) (As Modified by 952.222-70)**

- (a) The contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on-site at a DOE-owned or -leased facility, as provided for at part 708.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR 708.



**I.29 952.208-70 PRINTING (APR 1984)**

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of single unit, or not more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 ½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Officer (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

**I.30 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**I.31 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**

- (a) Definition.  
"Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.
- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.32 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (JUN 1995)**

Consistent with contract-authorized travel requirements, contractor employees shall make use of the travel discounts offered to Federal travelers, through use of contracted airlines discount air fares, hotels and motels lodging rates and car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available to contractor employees performing official Government contract business. Vendors providing these services may require that the contractor employee traveling on Government business be furnished with a letter of identification signed by the authorized contracting officer.

- (a) Contracted airlines. Airlines participating in travel discounts are listed in the Federal Travel Directory (FTD), published monthly by the General Services Administration (GSA). Regulations governing the use of contracted airlines are contained in the Federal Property Regulation (FPR), 41 CFR part 301-15, Travel Management Programs. It stipulates that cost-reimbursable contractor employees may obtain discount air fares by use of a Government Transportation Request (GTR), Standard Form 1169, cash or personal credit cards. When the GTR is used, contracting officers may issue a blanket GTR for a period of not less than two weeks nor more than one month. In unusual circumstances, such as prolonged or international travel, the contracting officer may extend the period for which a blanket GTR is effective to a maximum of three months. Contractors will ensure that their employees traveling under GTR's provide the GTR number to the contracted airlines for entry on individual tickets and on month-end billings to the contractor.
- (b) Hotels/motels. Participating hotels and motels which extend discounts are listed in the FTD, which shows rates, facilities, and identifies by code those which offer reduced rates to cost-reimbursable contractor employees while traveling on official contract business.
- (c) Car rentals. The Military Traffic Management Command (MTMC) Department of Defense, negotiates rate agreements with car rental companies for special flat rates and unlimited mileage. Participating car rental companies which offer these terms on to cost-reimbursable contractor employees while traveling on official contract business are listed in the FTD.
- (d) Procedures for obtaining service.
  - (1) Identification and method of payment requirements for participating Federal contracted airlines are listed in the FTR. Travel discount air fares may be ordered by the issuance of a GTR either directly to the contractor, or to a Schedule Airline Travel Office (SATO) or Federal Travel Management Center (FTMC), provided the letter of identification signed by the cognizant contracting officer accompanies the order. In appropriate instances, such as geographical proximity, contractors may obtain discount air fares through a DOE office or a cooperating local travel agency when either a SATO or FTMC is available. Some airlines allow the purchase of discounted air fares with cash or credit card.
  - (2) In the case of hotel and motel accommodations, reservations may be made by the contractor employee directly with the hotel or motel but the employee must display, on arrival, the letter of identification and any other identification required by the hotel or motel proprietorship.
  - (3) For car rentals, generally the same procedures as in (d)(2) above will be followed in arranging reservations and obtaining discounts.
- (e) Standard letter of identification. Contractors shall prepare for the authorizing contracting officer a letter of identification based on the following format:

FORMAT FOR GOVERNMENT CONTRACTORS TO QUALIFY FOR TRAVEL  
DISCOUNTS (TO BE TYPED ON AGENCY OFFICIAL LETTERHEAD)

To: (Source of ticketing, accommodations or rental)

Subject: Official Travel of Government Contractor

(Full name of traveler), bearer of this letter, is an employee of (company name) which is under contract to this agency under the Government contract (contract number). During the period of the contract (give dates), the employee is eligible and authorized to use available discount rates for contract-related travel in accordance with your contract and/or agreement with the Federal Government.

(Signature, title and telephone number of the contracting officer).

### PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

**J.1 ORO J01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
(MAY 1997)**

Attachment	Description	Pages
[A]	Performance-Based Statement of Work	3 pages
[B]	Reporting Requirements	1 page
[C]	Billing Instructions and Labor/Cost Management and Accrual Reporting	8 pages
	–Blank Public Voucher	
	–Sample Public Voucher	
	–Summary Statement of Cost and Funding	
	–Voucher/Invoice Supporting Statement of Cost and Price	
	–Labor Cost Management and Accrual Report	
[D]	Wage Determination	10 pages

## J.2 ORO J10 DISTRIBUTION ADDRESSEE LIST (MAY 1997) (REVISED)

- |   |  |
|---|--|
| A. U.S. Department of Energy<br>Oak Ridge Operations Office<br>ATTN: (to be designated by separate letter)<br>Contracting Officer's Representative<br>P.O. Box 2001<br>Oak Ridge, TN 37831            | Number of Copies: 1                        |
| B. U.S. Department of Energy<br>Oak Ridge Operations Office<br>ATTN: (to be designated by separate letter)<br>Alternate Contracting Officer's Representative<br>P. O. Box 2001<br>Oak Ridge, TN 37831 | Number of Copies: 1                        |
| C. U.S. Department of Energy<br>Oak Ridge Operations Office<br>ATTN: <u>Judith S. Wilson, AD-424</u><br>Contract Specialist<br>P.O. Box 2001<br>Oak Ridge, TN 37831                                   | Number of Copies: 1                        |
| D. U.S. Department of Energy<br>Oak Ridge Financial Service Center<br>P.O. Box 6017<br>Oak Ridge, TN 37831  | Number of Copies: 1<br>(Original vouchers) |

E. U.S. Department of Energy  
Industrial Personnel Group  
P.O. Box 2001  
Oak Ridge, TN 37831

Number of Copies: 1  
(Employment data)

Section J  
Attachment A

## **PERFORMANCE-BASED STATEMENT OF WORK**

### **1.0 Introduction**

The Department of Energy (DOE) Oak Ridge Operations Office (ORO) is acquiring Administrative Services Support for multiple offices within the DOE/ORO complex.

### **2.0 Background**

The contractor shall perform a variety of administrative services to support the successful accomplishments of the missions of multiple offices. The contractor shall provide the necessary fully-trained, knowledgeable, and skilled personnel to perform the administrative services, and provide an appropriate level of supervision and project management. The Government shall provide the space, utilities (including telephone and telephone service), equipment, and supplies necessary for the contractor to accomplish the work onsite. The work will be defined in performance-based task orders.

Administrative services include, but are not limited to, the following broad array of activities. Excluded from this scope is operation of the American Museum of Science and Energy in Oak Ridge, Tennessee and support to the Paducah, Kentucky office.

### **3.0 Scope of Work**

The contractor shall assist in general office support as directed, which may include answering telephones, word processing, transmitting facsimiles, and reproducing copies. The contractor shall assist ORO in collecting, preparing, organizing, maintaining, and reporting information in paper and/or electronic formats. The contractor shall maintain paper and/or electronic files, documents, manuals, etc., and establish and maintain logs or indices as directed by ORO. The contractor shall assist in logistics and arrangements for travel and meetings as required.

The contractor shall provide central reproduction services including operating government-furnished reproduction machines, coordinating duplicating services from receipt to delivery, maintaining adequate supplies, performing minor service to equipment and requesting repairs from the machine maintenance contractor for major or breakdown maintenance. Turnaround times and internal procedures will be specified.

The contractor shall provide mail services for the central facility and other organizational elements as necessary for the efficient flow of written information coming into and leaving ORO facilities. This work includes sorting, scheduled pick up and delivery, processing express mail, implementing security measures for classified and sensitive mailing, operating facsimile equipment and other services necessary for expeditious processing of mail. These services include maintaining correspondence and other document control systems such as logs and suspense files, etc.

The contractor shall provide external messenger services necessary for the efficient flow of written information coming into and leaving ORO facilities. The contractor shall provide service to local DOE facilities as directed by ORO.

The contractor shall provide library services and shall also maintain the Public Reading Room.

The contractor shall control and maintain accountability of classified documents.

The contractor shall provide records management services including records retrieval, retirement and disposal.

The contractor shall record and analyze data and manage databases.

The contractor shall provide information processing and transcription services, data entry, and graphics including presentation boards, and computer based presentation packages but not computer aided design packages.

The contractor shall provide technical editing and writing.

The contractor shall provide routine support to the mission of emergency management system planning and response to emergency exercises and events, and will be on call during DOE/ORO emergencies.

The contractor shall provide payment and travel processing and control services.

The contractor shall provide real estate mapping services.

The contractor shall provide professional quality photographic support. This will include taking photographs and limited development. Work may be performed in the Oak Ridge area and at remote locations.

The contractor shall provide expert personnel security clearance assistance and guidance to ORO, DOE Headquarters and field offices, and other customers. The contractor shall process security clearances, create and maintain dependable personnel security clearance records and systems, provide personnel security clearance data, provide screener/adjudicator services, tracking and control, and quality assurance.

The contractor shall provide security escorts upon request by ORO. The escorts must be knowledgeable of security requirements and the limitations of access by uncleared persons.

The contractor shall provide support for processing requests for foreign travel by DOE and contractor employees, and for visits and assignments by foreign nationals.

The contractor shall provide other administrative office services as required.

The contractor is prohibited from performing any functions which are determined to be inherently governmental functions or personal services. An appropriate level of supervision will be required by the contractor; DOE will not supervise contractor employees.

#### 4.0 **Applicable Documents**

The contractor shall fully comply with all applicable regulations, ORO procedures, and DOE directives. Specific documents will be defined in task orders.

## 5.0 **Performance Evaluation**

On an annual basis, DOE shall formally evaluate the contractor's performance. The evaluation elements may include quality, cost control, timeliness of performance, business relations, customer/DOE satisfaction, and compliance with safety and security standards.

The contractor is expected to conduct all work in a manner that promotes and improves productivity and minimizes waste. The contractor shall provide recommendations to continually improve the efficiency and cost effectiveness of operations.



## Section J, Attachment B

**Administrative Services Support**  
**REPORTING REQUIREMENTS**

<b><u>Reporting Requirements</u></b>	<b><u>Frequency</u></b>	<b><u>Distribution</u></b> (See ORO J10 )
I. Vouchers/Invoices (SF 1034) Summary Statement of Cost and Funding Supporting Statement of Cost and Price (See Section J, Attachment C)	Monthly	A/B/C/D/CTMs
II Labor/Cost Management and Accrual Report (See Section J, Attachment C)	Monthly	A/B/C/D/CTMs
III. Management Plan including Task Order Labor Plans Task Order Cost Plans (See ORO H15) Safety and Health Plan (See ORO H35) Workplace Substance Abuse Program (See 970.5204-57 and -58) Quality Assurance Plan (See ORO H55) Confidentiality Certifications Agreement (See ORO H65) Affirmative Action Program Plan (See 52.222-25) Equal Employment Opportunity Report (EEO-1) (See 52-222-26 & 41 CFR 60-1.7)	60 days after award and yearly updates by March 31	A/B/C/E
IV. Corrective Action Items Status Report	Monthly	A/B/C
V. Other reports		
Safety Incidents Report (OSHA-100) (See ORO H35 & DOE O 440.1)	As required	A/B/C
Employee Clearance Screening Plan (See ORO H45)	Once upon award	A/B/C
Quarterly Employment Report (See ORO H57)	10 days after each calendar quarter	A/B/C/E
Payroll and Residence Report (See ORO H57)	15 days after each June and December	A/B/C/E
Other task reports	As required	A/B/C/CTMs

## Section J - Attachment C

**BILLING INSTRUCTIONS**  
**LABOR/COST MANAGEMENT AND ACCRUAL REPORTING**

- (a) The voucher/invoice (Standard Form 1034 attached) should include summary and supporting statements of cost, funding, and price for services rendered. These statements should include a breakout by task order number, budget and reporting (B&R) code, cost center code, and activity data sheet (ADS) number, if applicable, of all services actually provided by the Contractor. The statements should also reflect amounts for the current billing period and cumulatively for the entire contract period to date. The statements of cost, funding, and price must include a certification statement signed by a responsible official of the Contractor.
- (b) The Contractor shall submit the Standard Form 1034 summary statement of cost and funding and voucher/invoice supporting statements of cost and price to the addressees prescribed in ORO J10.
- (c) For task order contracts, in addition to the above submission, the Contractor shall submit one copy of each voucher/invoice to the designated Alternate Contracting Officer Representative and contract technical monitor(s).
- (d) Preparation of Standard Form 1034—PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
  - (1) Enter: U. S. Department of Energy  
Oak Ridge Operations Office  
Oak Ridge Financial Service Center  
P. O. Box 6017  
Oak Ridge, Tennessee 37831
  - (2) Enter a consecutive Contractor voucher/invoice number beginning with “1”.
  - (3) Enter the date the Contractor prepared the voucher/invoice.
  - (4) Enter contract number DE-AM05-00OR22825 and contract award date.
  - (5) Enter the Contractor’s name and mailing address where payment is to be sent and name and telephone number of an appropriate contractor payments contact.
  - (6) If a task order contract reference the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price in (e) and (f) below.
  - (7) Identify the billing period. For example, “Covers the Period June 01, 2000 through June 30, 2000”.
  - (8) Provide an adequate description of the articles delivered or services rendered; or reference the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price in (e) and (f) below.
  - (9) Enter the dollar amount of this billing. The amount claimed must agree with the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price in (e) and (f) below.
  - (10) Enter the total dollar amount of this billing.

- (e) Preparation of the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price (See the attached formats)
- (1) The Contractor, making due allowances for the Contractor's cost accounting and project management systems, shall complete the Summary Statement of Cost and Funding and Supporting Statements of Cost and Price.
  - (2) The Contractor shall complete the Statement of Cost and Price for each task order assignment and a Summary Statement of Cost and Funding by task order assignments supporting the total invoiced cost.
  - (3) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract and supported by the Contractor's cost accounting system.
  - (4) A separate line item should be identified for claimed overtime cost by each task order assignment.
  - (5) All claimed subcontractor, teaming partner, and/or joint venture associate costs shall be segregated and supported by attaching copies of the subcontractor's, teaming partner's, and/or joint venture associate's invoice with the same detail as outlined herein.
  - (6) The DPLH incurred during the current billing period as well as the DPLH cumulative must be shown. The funds costed for the current billing period as well as for the cumulative contract period must be shown. The remaining balances of DPLH and available funding must be reflected.
  - (7) The certification on the statements of cost, funding, and price must be signed by a responsible official of the Contractor.
  - (8) The certification statement with appropriate identification and signature will be placed at the bottom of the Statements of cost, funding, and price and appear as follows:

CERTIFICATION: I certify that this invoice is correct, was prepared in accordance with the terms of the contract, and is supported by the Contractor's cost accounting system. The costs included herein have been incurred, represent payments made by the contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

---

Signature

---

Title

---

Name of Preparer

---

Telephone Number

---

Company

---

Address

- (9) Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-122		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION			DATE VOUCHER PREPARED			SCHEDULE NO.	
			CONTRACT NUMBER AND DATE			PAID BY	
			REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS						DATE INVOICE RECEIVED	
						DISCOUNT TERMS	
						PAYEE'S ACCOUNT NUMBER	
						GOVERNMENT B/L NUMBER	
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</small>	QUANTITY	UNIT		AMOUNT	
				COST		(1)	
(Use continuation sheet(s) if necessary)						TOTAL	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
		=\$		+\$1.00			
		BY 2					
		TITLE		(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
ACCOUNTING CLASSIFICATION							
CHECK NUMBER ON ACCOUNT OF U.S. TREASURY				CHECK NUMBER ON (Name of bank)			
CASH DATE				PAYEE 3			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary" or "Treasurer", as the case may be.						PER	
						TITLE	

Previous edition usable

NSN 7650-00-634-4206

PRIVACY ACT STATEMENT
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-122		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. <b>(2)</b>			
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION <b>(1)</b>			DATE VOUCHER PREPARED <b>(3)</b>		SCHEDULE NO.  <b>PAID BY</b>   DATE INVOICE RECEIVED  DISCOUNT TERMS  PAYEE'S ACCOUNT NUMBER				
			CONTRACT NUMBER AND DATE <b>(4)</b>						
			REQUISITION NUMBER AND DATE						
PAYEE'S NAME AND ADDRESS <b>(5)</b>						DATE INVOICE RECEIVED			
						DISCOUNT TERMS			
						PAYEE'S ACCOUNT NUMBER			
						GOVERNMENT B/L NUMBER			
SHIPPED FROM			TO		WEIGHT				
NUMBER AND DATE OF ORDER <b>(6)</b>		DATE OF DELIVERY OR SERVICE <b>(7)</b>		ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i> <b>(8)</b>		QUANTITY			
						UNIT			
						COST	AMOUNT ( <sup>1</sup> )		
<b>(6)</b>		<b>(7)</b>		<b>(8)</b>		<b>(9)</b>			
(Use continuation sheet(s) if necessary) <b>(Payee must NOT use the space below)</b> <span style="float: right;"><b>TOTAL</b></span> <span style="float: right;"><b>(10)</b></span>									
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES			
		= \$		+ \$1.00					
		BY <sup>2</sup>				Amount verified; correct for			
TITLE				(Signature or initials)					
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.   									
ACCOUNTING CLASSIFICATION									
CHECK NUMBER ON ACCOUNT OF U.S. TREASURY				CHECK NUMBER ON (Name of bank)					
CASH DATE \$				PAYEE <sup>3</sup>					
<sup>1</sup> When stated in foreign currency, insert name of currency. <sup>2</sup> If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. <sup>3</sup> When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary" or "Treasurer", as the case may be.						PER			
						TITLE			

Previous edition usable

NSN 7650-00-634-4206

**PRIVACY ACT STATEMENT**

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

**Summary Statement of Cost and Funding**  
**For the Period MM/DD/YYYY through MM/DD/YYYY**

Firm Name  
 Firm Street Address  
 Firm City, State, Zipcode

Contract No: DE-AM05-00OR22825  
 Voucher/Invoice No: \_ \_ \_ \_  
 Through Modification \_ \_ \_ \_

Task Order #	B & R #	Cost Center Code #	ADS #	Amount This Invoice	Cumulative Total	Amount Of Funding	Funds Remaining
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
<b>GRAND TOTALS</b>				\$0.00	\$0.00	\$0.00	\$0.00

**NOTE: THIS TYPE OF SUMMARY STATEMENT WILL BE REQUIRED CONTAINING MOST IF NOT ALL OF THE INFORMATION ABOVE.**

**SORTING THE INFORMATION BY TASK, B&R CODE, OR OTHER PROGRAM FUNDING ELEMENT WILL BE REQUIRED.**

CERTIFICATION: I certify that this invoice is correct, was prepared in accordance with the terms of the contract, and is supported by the Contractor's cost accounting system. The costs included herein have been incurred, represent payments made by the contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

Signature

Title

Name of Preparer

Telephone Number

Company

Address

**Voucher/Invoice Supporting Statement of Cost and Price**

For the Period MM/DD/YYYY through MM/DD/YYYY

Task Order Number: \_ \_ \_

Firm Name  
Firm Street Address  
Firm City, State, Zipcode

B&R #: \_\_\_\_\_  
Cost Center #: \_\_\_\_\_  
ADS #: \_\_\_\_\_

Contract No: DE-AM05-00OR22825  
Voucher No: \_\_\_\_\_  
Through Modification \_\_\_\_\_

<u>CLAIMED LABOR CATEGORY</u>	<u>RATE/DPLH</u>	<u>DPLH THIS THIS BILLING PERIOD</u>	<u>\$ CLAIMED THIS BILLING PERIOD</u>	<u>CUMULATIVE DPLH</u>	<u>CUMULATIVE \$ THIS BILL</u>
(List Specific Labor Category)	\$0.00		\$0.00		\$0.00
(List Specific Labor Category)	\$0.00		\$0.00		\$0.00
(List Specific Labor Category)	\$0.00		\$0.00		\$0.00
(List Specific Labor Category)	\$0.00		\$0.00		\$0.00
Subtotal Labor Cost			\$0.00		\$0.00

OTHER DIRECT COSTS (ODC)

(List Details)		\$0.00	\$0.00
(List Details)		\$0.00	\$0.00
Subtotal ODC		\$0.00	\$0.00
<u>ODC Indirect Rate</u>	%	\$0.00	\$0.00

<b>TOTAL INVOICE</b>	<b>\$0.00</b>	<b>\$0.00</b>
----------------------	---------------	---------------

AMOUNT PREVIOUSLY INVOICED	\$0.00	\$0.00
----------------------------	--------	--------

<b>CURRENT AMOUNT CLAIMED</b>	<b>\$0.00</b>	<b>\$0.00</b>
-------------------------------	---------------	---------------

AMOUNT AUTHORIZED FOR  
EXPENDITURE (OBLIGATION):

DPLH SUMMARY THIS TASK:

BASIC CONTRACT	\$0.00	DPLH AUTHORIZED
ALL MODIFICATIONS	\$0.00	DPLH
CONTRACT TO DATE	\$0.00	INCURRED
		DPLH
		BALANCE

CERTIFICATION: I certify that this invoice is correct, was prepared in accordance with the terms of the contract and is supported by the Contractor's cost accounting system. The costs included herein have been incurred, represent payments made by the contractor except as otherwise authorized in the payments provisions and properly reflect the work performed.

Signature

Title

Name of Preparer

Telephone Number

Company

Address

- (f) Preparation of the Labor/Cost Management and Accrual Report (See the attached format)
- (1) The Contractor, making due allowances for the flexibility and integration between the Contractor's cost accounting and project management systems, shall complete the Labor/Cost Management and Accrual Report.
  - (2) The Contractor shall complete the Labor/Cost Management and Accrual Reports by task order assignments and by budget and reporting code.
  - (3) Actual direct productive labor hours (DPLH) shall be supported by the contractor's payroll and project management systems for current month, fiscal year, and contract cumulative totals.
  - (4) The contractor's cost accounting, accrual, and project management systems shall support actual cost for current month, fiscal year, contract cumulative, and accrued totals.
  - (5) Additional integrated or segregated reporting of DPLH's and/or costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.





Insert 10 pages of Wage Determination Attachment D

(posted separately at the web site)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS****FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)****K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)****(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
  - ☐ TIN: \_\_\_\_\_.
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:
    - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - ☐ Offeror is an agency or instrumentality of a foreign government;
    - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
  - ☐ Sole proprietorship;
  - ☐ Partnership;
  - ☐ Corporate entity (not tax-exempt);
  - ☐ Corporate entity (tax-exempt);
  - ☐ Government entity (Federal, State, or local);
  - ☐ Foreign government;
  - ☐ International organization per 26 CFR 1.6049-4;
  - ☐ Other \_\_\_\_\_.
- (f) Common parent.
  - ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - ☐ Name and TIN of common parent:
    - Name \_\_\_\_\_
    - TIN \_\_\_\_\_

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
  - (i) The Offeror and/or any of its Principals--
    - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)  
ALTERNATE I (NOV 1999)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8744.
- (2) The small business size standard is \$20 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
  - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
  - (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
    - (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
    - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (c) Definitions.  
"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a

small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is ☐ , is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **(Check each block that is applicable.)**

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.



**K.10 52.225-1 BUY AMERICAN CERTIFICATE (DEC 1989)**

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

**K.11 952.204-73 FACILITY CLEARANCE (APR 1999) (DEVIATION)****NOTICES**

Statute prohibits the award of a contract under a national security program to a company owned by an entity controlled by a foreign government unless a waiver is granted by the Secretary of Energy.

Offerors who have either a Department of Defense or a Department of Energy facility clearance, generally need not resubmit the following FOCI information unless specifically requested to do so. Instead, provide your DOE facility clearance code or your DOE assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

- (a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328
  - (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a facility clearance for the contractor organization and access authorizations (security clearances) for contractor personnel working with the classified information or special nuclear material. To obtain a facility clearance, the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328.
  - (2) Information submitted by the offeror in response to Standard Form 328 shall be used solely for the purposes of evaluating FOCI and shall be treated by the DOE, to the extent permitted by law, as business or financial information submitted in confidence.
  - (3) Following submission of a Standard Form 328, the contractor shall immediately submit to the contracting officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.
- (b) Definitions.
  - (1) A foreign interest is defined as any of the following:
    - A foreign government, foreign government agency, or representative of a foreign government;
    - Any form of business enterprise or legal entity organized, chartered, or incorporated under the laws of any country other than the United States or its possessions and trust territories and;
    - Any person who is not a citizen or national of the United States.

- (2) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material may result.
- (c) A facility clearance is an administrative determination that a facility is eligible for access to classified information or special nuclear materials. A Facility Clearance shall be based upon a determination that satisfactory safeguards and security measures are afforded the activities being performed at the facility. It is DOE policy that all contractors or subcontractors requiring access to classified information or special nuclear material be processed for a Facility Clearance at the level appropriate to the activities being performed at the facility. Approval for a Facility Clearance shall be based upon:
  - (1) A favorable foreign ownership, control, or influence (FOCI) determination. This determination will be based upon the contractor's response to the ten questions in Standard Form 328 and any supporting data provided by the contractor. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The contracting officer may require the offeror to submit such additional information as deemed pertinent to the determination.
  - (2) A contract containing the appropriate security clauses.
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the classified activities being performed at the facility.
  - (4) If access to nuclear materials is involved, an established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System.
  - (5) For a facility to possess classified matter or special nuclear material at its location, a survey conducted no more than 6 months before the facility clearance date, with a composite facility rating of satisfactory.
  - (6) Appointment of a Facility Security Officer, and, if applicable, a Materials Control and Accountability Representative. The Facility Security Officer must possess an access authorization equivalent to the Facility Clearance.
  - (7) Access authorizations for key management personnel. Key management personnel, who will be determined on a case-by-case basis, must possess access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required even for contracts which do not require contractor's offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (e) Facility Clearances are required prior to the granting of an access authorization under a contract.

- (f) Except as otherwise authorized in writing by the contracting officer, the provisions of any resulting contract shall require that the contractor insert provisions similar to the foregoing in all subcontract and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328 of this provision directly to the local Office of Safeguards and Security cognizant of the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW - Please Review Before Submitting**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) above, the offeror should review the FOCI submission to ensure that:

- (1) The SF328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents.
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances;
- (5) A consolidated financial information report has been attached;
- (6) A FOCI submission has been attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership); and,
- (7) A summary FOCI data sheet.

NOTE: If any of these documents are missing, the contracting officer cannot complete award of the contract.

**K.12 970.5204-57 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (SEP 1997)**

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the offeror agrees to provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.
- (c) Failure of the offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 1999)**

- (a) Definitions. As used in this provision—
  - "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
  - "In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
  - "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
  - "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
  - "Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
  - (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION  
OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

Volume III, Financial Information Preparation Instructions

The Cost/Price Proposal, Volume III, consists of the offeror's proposed price (cost and profit) to perform the required work set forth in the Statement of Work as well as the offeror's financial responsibility information. Since the price will be evaluated to determine the reasonableness, it should be accurate and complete. All pages including forms, tables, and exhibits must be identified, listed in the table of contents or index, and numbered. Price information should not be included in any portion of Volume II. DOE reserves the right to request any additional information deemed necessary to properly evaluate the proposal. The following information must be provided for the prime and subcontractor(s), if any, in support of the proposed price for each year of the base and option periods.

- (1) General Information
  - 1. Provide the name and address of the cognizant Administrative Contracting Officer and the cognizant Audit Agency Office, if applicable.
  - 2. Provide the name, title, and telephone numbers of person(s) authorized to provide any clarifying information.

## (2) Price Information

A specific format is mandated for the Section B, Price Schedules and Exhibit A. The offeror may determine the format for submission of all other information.

Section B, Price Schedules. The offeror shall complete the Price Schedules for each year provided in Section B of this RFP. All proposed costs and profit must be reflected in the fixed unit rates on the Price Schedules. The offeror shall also include a total price for all periods combined. Include Price Schedules in Volumes I and III of the proposal.

Offerors are required to propose the amounts established by DOE for overtime, travel, and other direct costs.

Exhibit A, Calculation of Loaded Hourly Labor Rates (Prime and Subcontractors): This exhibit (located in the back of this Section) provides a breakdown of the hourly labor rates that are reflected on the Price Schedule for the prime and subcontractor(s), if any. Exhibit A is based on a company's cost allocation system consisting of fringe benefits, overhead, and general and administrative costs. If your company's indirect cost allocation system is different, Exhibit A should be appropriately modified. Proposed profit should also be indicated on this exhibit. A profit factor is only allowed to be applied to the hourly rate. One Exhibit A shall be prepared and submitted for each year in the base period and option period, for a total of 5 exhibits. Direct labor shall be proposed in accordance with the labor categories specified on the Price Schedules in Section B. Modification of the hours or the mix is not permitted. Direct labor shall be proposed on the basis of direct productive labor hours worked, exclusive of nonproductive labor hours such as vacation, sick leave and other advances.

Indirect Costs. Reasonable and allocable indirect costs may be applied to direct materials in accordance with the offeror's usual accounting practices consistent with Subpart 31.2 of the FAR.

Employee Relocation. For any proposed employee relocation, provide a breakdown of cost by type of each anticipated relocation, including any temporary duty (TDY) cost necessary prior to the actual relocation, and a copy of the company's relocation policies. The Government expects the successful offeror to minimize TDY and relocation costs. If relocation costs are proposed, the contract will include a special contract clause covering the advance understanding.

## (3) Financial Responsibility Information

To be eligible for award of a contract, the Government must determine the offeror to be financially responsible as defined in FAR 9.104-1(a) - a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The determination of financial responsibility will be made by the Government, however, the Defense Contract Audit Agency may be requested to perform a financial responsibility review for the Government's consideration. The burden is on the offeror to provide sufficient documentation to allow the Government to determine responsibility. As a minimum, the offeror should provide the following, if it exists:

- (i) a current Statement of Financial Position (Balance Sheet) and Income Statement covering all quarters completed in the current year and projected data for the balance of the year.



- (ii) an audit opinion (rendered by an independent Certified Public Accountant firm) and the related audited financial statements and notes to the financial statements for the last two fiscal years.
- (iii) the information required above for any subcontractor representing 20 percent or more of the total proposed price.
- (iv) a letter of credit containing the name of the lender and the financing terms if credit is to be obtained.

Note: Upon determining and documenting that an apparent small business offeror lacks certain elements of responsibility, the Contracting Officer shall refer the matter to the Small Business Administration for a Certificate of Competency in accordance with FAR 19.6.

- (4) Exceptions and Deviations  
The offeror shall identify and explain any exceptions and deviations taken to the cost proposal preparation instructions or any other part of the solicitation which could have an impact on the price proposed.

#### **L.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of one indefinite delivery/indefinite quantity task order contract with a time and materials pricing arrangement as a result of this solicitation.

#### **L.5 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.6 52.233-2 SERVICE OF PROTEST (SEP 1996) (AS MODIFIED BY 952.233-2) (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sylvia G. Galde, Contracting Officer  
U.S. Department of Energy  
Oak Ridge Operations Office  
Procurement and Contracts Division, AD-424  
P.O. Box 2001  
Oak Ridge, TN 37831-8759

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**L.7 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**L.8 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)**

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.9 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

**L.10 ORO L01 CONTENT OF RESULTING CONTRACT (MAY 1997)**

Any contract awarded as a result of this RFP will contain Part I -- The Schedule, Part II -- Contract Clauses, and Part III, Section J -- List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections will be completed during or after negotiations. Part IV, Section K will be incorporated in the contract by reference.

**L.11 ORO L-2A HUMAN RESOURCES CONSIDERATIONS (DEC 1999)**

Personnel Recruitment: In filling employment positions for work under this contract, the offeror shall consider the qualifications of employees currently performing work covered by the Statement of Work under Contract DE-AC05-95OR22200 with Enterprise Advisory Services, Inc., which expires May 31, 2000. Based on the Continuity of Services clause included in Contract No. DE-AC05-95OR22200, the offeror will have opportunity to conduct off-site interviews with these employees. The offeror should contact the management of Enterprise Advisory Services, Inc. to arrange times for off-site interviews. The determination of qualifications and decision to hire an incumbent rests solely with the offeror.

The offeror shall provide in its offer a substantially equivalent pay and benefits package as described in the proposal instructions. Refer to attachments in this Section for current salary ranges and averages, the crosswalk to current labor categories, current task order listing, and summary of current benefits package.

The offeror shall provide the transitioned employees a medical benefits program with no enrollment waiting period or pre-existing conditions exclusion.

For prior service credit, see clause ORO H-57.

**L.12 ORO L05 EXCLUDED CONTRACTORS (MAY 1997)**

Proposals are not solicited from firms which are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal procurement or nonprocurement programs.

**L.13 ORO L10 TIME, DATE AND PLACE PROPOSALS ARE DUE (MAY 1997)**

The offeror assumes full responsibility of ensuring that the offer is received by 4:00 p.m. local time on February 14, 2000.

Mail proposals to:

U.S. Department of Energy  
ATTN: Judith S. Wilson  
P.O. Box 2001  
Oak Ridge, Tennessee 37831-8759

For proposals being hand-carried, deliver to:

U.S. Department of Energy  
Oak Ridge Operations Office  
ATTN: Judith S. Wilson 576-0786  
200 Administration Road  
Oak Ridge, Tennessee 37830

Note: It may not be possible to hand-carry the package(s) between the hours of 5:00 p.m. and 8:30 a.m. workdays. Delivery to locations other than above may result in late receipt of the proposal and is strongly discouraged.

Mark all packages with the following information:

SOLICITATION # DE-RP05-00OR22825

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

**L.14 ORO L20 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION ALTERNATE I (MAY 1997)**

This acquisition is set-aside for 8(a). The size standard for this solicitation is \$20 million. The Standard Industrial Classification (SIC) is 8744.

**L.15 ORO L40 NUMBER OF AWARDS (MAY 1997)**

It is anticipated that there will be one award resulting from this solicitation.

**L.16 ORO L55 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (MAY 1997)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

**L.17 ORO L60 AMENDMENT OF THE SOLICITATION ALTERNATE I (MAY 1997)**

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal/prebid conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the solicitation. Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet at the Oak Ridge Operations Office, Procurement and Contracts Division home page under "Current Solicitations," address: <http://www.oakridge.doe.gov/procurement/>. It will be the responsibility of the offeror to routinely examine the specified home page for any amendments that may be issued on this solicitation prior to submission of offer and other information.

**L.18 ORO L62 SOLICITATION QUESTIONS (MAY 1997) (REVISED)**

- (a) The offeror may pose any issues/questions related to this solicitation in writing to the Contract Specialist within 20 calendar days after the date of this solicitation. You may address questions electronically to Judith S. Wilson at the following e-mail address: adminseb@oro.doe.gov, via facsimile at 865-241-2549 (confirmation number 865-576-1003, or via mail at the address indicated in ORO L10. Each question should clearly specify the RFP area (Attachment, page, etc.) to which it refers. When possible, questions should be phrased to permit "YES" or "NO" responses.
- (b) Only written questions will be answered. All questions and answers will be provided to all prospective offerors on the Internet home page where the solicitation was posted.

**L.19 ORO L65 PREPROPOSAL CONFERENCE -- NONE (MAY 1997)**

A preproposal conference is not contemplated.

**L.20 ORO L85 NOTICE OF LABOR PROVISIONS (MAY 1997)**

- (a) Offerors should note that this solicitation includes contract clauses requiring the listing of employment openings with the local office of the Federal-State employment service system and postings of employment notices. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers").
- (b) This solicitation may include clauses relating to specific labor laws. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

**L.21 ORO L99 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (DEC 1999)**

The offeror shall provide on a single page with its Volume I offer the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The offeror's name and remittance address, as stated in the offer.
- (2) The solicitation number (or other procurement identification number).
- (3) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (4) The offeror's account number and the type of account (checking, savings, or lockbox).
- (5) Taxpayer Identification Number.
- (6) Dun & Bradstreet Number.
- (7) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (8) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.
- (9) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (10) Electronic address for payment notification.

**L.22 ORO L110 DISPOSITION OF PROPOSALS OR BIDS (MAY 1997)**

Proposals or bids will not be returned (except for timely withdrawals).

**L.23 ORO L135 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL (MAY 1997) (REVISED)**

(a) General. Proposals are expected to conform to the Solicitation Provision entitled "Preparation of Offers" and prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number of the extent practicable.

(b) Overall Arrangement of Proposal.

(1) The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each proposal volume and the required packaging and grouping is also shown in the matrix below. All portions of the offers to this solicitation shall be in writing.

Volume I -- Offer and Other Documents  
Total Copies Required: 9

Volume II -- Technical and Business Management  
Total Copies Required: 9

- Technical written proposal  
(of no more than 30 pages)
- Benefits package
- Resumes for key personnel in prescribed format
- Past performance reference pages  
(not the completed past performance surveys which should be sent directly to DOE by the evaluators)

Volume III -- Financial Information

Total Copies Required: 9

- Price Schedules and total price
- Exhibit A backup
- Financial responsibility information

(2) Each group, designated above, is to be packaged individually. This does not preclude packaging more than one, or all, groups in a single overall package. Mark the group number on the outside of the individual package or packages.

(3) Copies No. 1 and 2 of the proposal or bid shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal or bid.

**L.24 ORO L150 PROPOSAL PREPARATION INSTRUCTIONS--VOLUME I, OFFER AND OTHER DOCUMENTS (MAY 1997) (REVISED)**

(a) General.

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes the offeror's required representations, certifications, and other statements of the offeror, make or buy program, identification of technical data to be withheld, request for waiver of patent clauses, any other administrative information, and a summary of exceptions and deviations taken.

(b) Format and Content.

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (1) The Standard Form 33 with blocks 12 through 18 completed by the offeror.
- (2) Section K, Offeror Representations, Certifications, and other statements of the offeror fully executed.
- (3) Additional Information to be furnished by the offeror.
- (4) Exceptions and Deviations taken to the contract.
- (5) Summary of Exceptions and Deviations taken in other Volumes.

(c) The Standard Form 33.

- (1) Use of the Form. The Standard Form 33 is to be executed fully and used as the cover sheet of each copy of Volume I, Offer and Other Documents.
- (2) Acceptance Period. The acceptance period entered on the Standard Form 33 by the offeror shall not be less than that prescribed in solicitation Part IV--Section L, which shall apply if no other period is offered.
- (3) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(d) Representations and Certifications

Offeror should complete the representations and certifications according to the instructions contained in Part IV - Section K.

(e) Additional Information to be Furnished.

- (1) Section B, Price Schedules, in the format provided in this RFP, plus the calculated total price for all periods.
- (2) Data to be inserted in blanks found in other sections: Section H - H70 Key Personnel, H150 Representations, Certifications and Other Statements of the Offeror, Section I - 52.219-70XX Section 8(a) Direct Award, 52.227-23 Rights to Proposal Data
- (3) Remittance Address. If the offeror's remittance address is different from the address shown on the Standard Form 33, such address shall be furnished, including ZIP Code.
- (4) A statement certifying that the offeror will provide the pay and benefits as proposed in Volumes II and III.
- (5) Government Property.
  - (i) Unless otherwise stated, the offeror is expected to furnish all property (including, but not limited to facilities, equipment, special tooling, and material) necessary for the performance of the work defined in this solicitation. Government property as used herein means all Government- furnished property, together with all property acquired by the Contractor, title which vests in the Government.



- (ii) See Part I, Section H, Special Contract Requirements entitled GOVERNMENT PROPERTY.
- (iii) If the offeror intends to fabricate or purchase any equipment for the performance of the work herein, the offeror shall identify these costs and equipment in the Cost Proposal volume.
- (iv) Notwithstanding the above, the Government reserves the right under any resulting contract to furnish items of equipment, materials, supplies or facilities.
- (6) Withholding of Technical Data: Pursuant to the clause entitled "Rights to Proposal Data - Technical", the offeror must provide the required statement in this Section of Volume I.
- (f) Exceptions and Deviations to the Contract.
  - (1) The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the contract, Offeror Representations, Certifications, and Other Statements of the offeror form, the requirements of this Section, and other matters included in Volume I -- Offer and Other Documents, including the reporting requirements.
  - (2) Any exceptions taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable.
- (g) Summary of Exceptions and Deviations Taken in Other Volumes. The offeror shall summarize each technical, cost, business, or other exceptions taken elsewhere, and provide specific cross references to its full discussion.

**L.25 ORO L155 PROPOSAL PREPARATION INSTRUCTIONS--VOLUME II, TECHNICAL AND BUSINESS MANAGEMENT PROPOSAL (MAY 1997)**

- (a) General.
  - (1) Volume II -- The Technical and Business Management Proposal (hereinafter referred to as the Technical Proposal) consists of the offeror's proposal addressing the technical and business management aspects of the acquisition, the offeror's capabilities and what the offeror will do to satisfy the requirements of the Statement of Work. Since the Technical Proposal will be evaluated to determine such matters as understanding of the work to be performed, technical approach, and potential for completing the desired work (Part IV--Section M and Part I--Section C), it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work.
  - (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in the Technical Proposal. Where estimated labor hours will provide clarity, they shall be quoted in labor hour figures only, with no indication as to the cost of these labor hours.
- (3) Technical Proposal Page Limitation.

- (i) The Technical Proposal shall not exceed 30 pages (plus resumes, past performance reference pages, and benefits package). For interpretation of page guidelines, the front and back of a single sheet are counted as two pages. The proposed text shall be typed (type size shall not exceed 12 characters per inch averaged over one full line of text) and printed, unreduced, on size 8 ½-inch by 11-inch paper with minimum left and right margins of ½-inch. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference, attachment, or appendix, as a means to circumvent the page limitation. Video tapes, audio tapes and floppy discs will not be reviewed.
- (ii) If a Technical Proposal is received which exceeds the page limitation, the additional pages will not be read and evaluated by DOE. The pages which exceed the page limitation will be removed from the proposal and returned to the proposer.
- (b) Format and Content.
  - (1) Volume II, Technical Proposal, shall include the following components:
    - (i) Technical Summary. This short section shall contain a brief summary of the key points of the proposal.
    - (ii) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should demonstrate offeror's capability in meeting the requirements set forth in the Statement of Work. It should clearly address each of the Technical and Management Evaluation Criteria set forth in Part IV--Section M. It should follow the same order as the evaluation criteria listed in Part IV--Section M, and each part of the section should be identified with the pertinent evaluation criterion number.

Note: Proposals will be evaluated based on the criteria established in Section M. The following contains the evaluation criteria restated from Section M and instructions for preparation of Volume II. These instructions do not constitute additional technical evaluation criteria; however, failure to provide the requested data or inaccurate or incomplete data will constitute a weakness in the evaluation.

#### **CRITERION 1. Key Personnel (450 points)**

**The proposal will be evaluated on the degree to which it demonstrates: an organization structure of a key personnel management team with relevant leadership, experiences, qualifications, commitment, and availability as described in the resumes; the offeror's plan for retention of proposed key personnel for at least two years; and the offeror's understanding of the work and approach to efficiently and effectively accomplish the requirements in a customer-focused and timely manner.**

Instructions: The Government identified the four Key Personnel positions in Section B, Price Schedules. Include resumes of no more than the four key personnel using the resume format (Section L, Attachment 1). Do not provide resumes of non-key personnel. Each resume must contain the signed certification as indicated on the resume format. The resumes should reflect information relevant to the statement of work and which is commensurate with the proposed project responsibility/role. Only one resume for each person may be submitted, and only one person may be proposed for each position (full-time equivalent). The Government may contact

references listed on the submitted resumes or any other source; however, the Government has no obligation to contact any or all of the references.

Discuss the extent of the support that will be provided by the overall corporate organization. Discuss the Project Manager's authority, including his/her authority to hire, and reporting line within the overall corporate structure. Describe a plan to ensure that all technical requirements of the statement of work are accomplished, including a discussion of the project organizational structure, and the company's philosophy on satisfying the customer with timely and quality products and services. Discuss methods to provide rapid response to task order activities.

## **CRITERION 2. Management Approach (350 points)**

**The proposal will be evaluated on the degree to which the offeror demonstrates the successful management of a variety of human resource issues, including providing substantially equivalent pay and benefits in aggregate, handling employee turnover, employee concerns, employee training, and knowledge of applicable labor laws; the degree to which the offeror demonstrates project management and integration capabilities in a time-and-materials, multi-task, multiple appropriations environment and in the areas of project systems and controls, financial management systems and controls, and reporting requirements; and the degree to which it demonstrates sound approaches to environment, safety and health, quality assurance, and security at the work sites.**

Instructions: The offeror shall provide a benefits package that is substantially equivalent in aggregate (not necessarily a mirror) to the current benefits package shown in Section L, Attachment 7. Provide the benefits package in Volume II, and provide a certified statement that the benefits will be implemented in Volume I. Provide sufficient details to permit evaluation to describe equivalency of pay in Volume II. Any cost information, such as the salary administration system information including pay structure for each labor category, should be revealed only in Volume III.

Discuss how you intend to attract and retain personnel, and your ability to make personnel available quickly through reassignment and recruitment. Discuss an employee concerns program, plans for employee training, and discuss labor laws that apply to human resource issues.

Discuss offeror's approach to and flexibility and experiences in integration and coordination between financial and project management systems. Discuss experiences in providing required reports on time, accounting and reporting by task, funds, etc., and other management tools used to effectively execute this project. Identify any subcontractors, teaming partners, and/or joint venture associates, and discuss their roles and how they will be integrated and coordinated.

Discuss approach to incorporating environment, safety, and health, quality assurance, and security into the offeror's proposed infrastructure. Discuss backup support for all key personnel functions.

## **CRITERION 3: Past Performance (200 points)**

**The offeror's record of relevant past performance will be evaluated to the extent of the offeror's success in managing work similar in size, complexity, and nature to that required by the statement of work and other terms and conditions of the solicitation. Past performance of key personnel, individual corporations, teaming arrangements, joint ventures, limited liability corporations, and other similar entities will be considered. If the offeror and**

**all major subcontractors have no relevant past performance, the government shall assess a neutral rating. In general, the Past Performance Surveys in Section L will be used to collect information on the contracts identified; however, the government may consider information in other forms and from any source, and may evaluate based on any number of returned Past Performance Surveys. The government has no obligation to contact any or all references.**

Instructions:

1. Provide the following information for the last 3 relevant contracts awarded to the offeror and the last 3 relevant contracts awarded to each major subcontractor (subcontractor performing 30 percent or more of the total proposed cost) which contracts the offeror and major subcontractors have been performing for at least six months prior to the deadline for proposal submission:
  - name of customer/contracting activity
  - contract number
  - total contract value including options, change orders etc.
  - contract type, i.e. cost, fixed price, IDIQ, time-and-materials
  - date of initial contract award, dates of any options, renewals, or extensions exercised, and total period of performance
  - names, telephone numbers, fax numbers, and addresses of the contracting officer and the project/program manager of the customer. If either are unavailable, provide the information for an individual employed by the customer who is familiar with the offeror's performance on the contract. Two points of contact should be provided for each contract.
  - a brief contract summary of one page or less in length for each of the contracts identified on the Company Past Performance Survey or Key Personnel Past Performance Survey (see Attachments 2 and 3) including:
    - Work performed, stating the contract's relevance to this procurement.
    - Quality awards, certifications, or commendations received; date award received; and, from whom.

If the offeror is a joint venture which has not performed 3 contracts as the joint venture, it shall list the contracts it has performed as the joint venture, if any, supplemented by contracts performed by each individual venture member. For example, if the joint venture has performed on contract, it shall list that contract plus the last 2 contracts awarded to each venture member that each has been performing for at least 6 months. Similarly, if the joint venture has performed 3 contracts, it shall provide those 3 contracts awarded to each venture member which each has been performing for at least 6 months.

Contracts listed may include those entered into by the federal government, agencies of state and local governments and commercial customers.

Contracts listed must be contracts performed by the company which is actually proposed to perform the work, not parent companies or affiliates.

In selecting contracts to list, the offeror is not allowed any discretion, but must list the 3 most recently awarded relevant contracts which the offeror has been performing for at least six months as of the deadline for proposal submission. Similarly, major subcontractors, teaming partners and joint ventures are not allowed any discretion, but must list the 3 most recently awarded contracts which each major subcontractor has been performing for at least 6 months as of the deadline for proposal submission.

Identify any of the listed contracts with performance problems and describe information regarding how, by whom, and when any problems were identified, and any corrective actions taken by the offeror/major subcontractor to resolve problems.

Identify any contracts which have been terminated partially or completely for default in the last three years. If terminated contract is not one of those previously listed for this subfactor, provide for the terminated contract all the information requested for other contracts, adding the reason for the termination. In responding to this, all contracts must be considered, not just those listed above.

2. The offeror shall provide the past performance surveys to the listed references for completion and return to the DOE designee. The offeror shall follow up to ensure submission of completed surveys. Past performance surveys submitted directly by the offeror will not be evaluated. Past performance surveys are not subject to the late proposal provision at FAR 52.215-1, Instructions to Offerors--Competitive Acquisition.

(iii) Other Pertinent Information. This section shall contain any other pertinent information which will supplement or aid in the understanding and evaluation of the Technical Proposal.

(iv) Technical Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation. Any exceptions taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.

#### **L.26 ORO L185 AVAILABILITY OF REFERENCED DOCUMENTS (SEPT 1999) (REVISED)**

A copy of the current contract is located in the Department of Energy Public Reading Room, 230 Warehouse Road, Building 1916-T2, Suite 300, Oak Ridge, Tennessee 37830. Additional documents may be added to the Reading Room collection later.

If travel to this location is inconvenient, copies may be obtained by written request to facsimile 865-576-1556 or by e-mail to [ROTHROCKAL@ORO.DOE.GOV](mailto:ROTHROCKAL@ORO.DOE.GOV).

#### **L.27 NOTICE REGARDING THE PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS--SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**L.28 ORO L190 INTENTION TO PROPOSE (MAR 1990) (REVISED)**

Please review this RFP thoroughly. Once reviewed, complete and return the following intention to propose form by the earliest practical date.

RFP Number: DE-RP05-00OR22825

☐ We do intend to submit a proposal.

☐ We do not intend to submit a proposal for the following reasons:

\_\_\_\_\_

Name and Address of Firm or Organization (Include Zip Code)

PRIME:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBCONTRACTOR(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Unless otherwise stated in the RFP, no other solicitation materials should be returned if you do not intend to submit a proposal.

Mail To: Department of Energy  
Oak Ridge Operations Office  
ATTN: Judith S. Wilson  
P. O. Box 2001  
Oak Ridge, Tennessee 37831-8759

If you prefer, you may submit this form electronically to:

[adminseb@oro.doe.gov](mailto:adminseb@oro.doe.gov)

Section L.  
Attachment 1

Resume Format

Name:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Experience: (Identify employers, position titles, dates of employment, specified duties and responsibilities. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership qualities).

Education:  
(Identify institution, degree earned, dates)

Professional Development and Achievements:  
(Identify professional memberships, special training, professional registrations, etc.)

References:  
(Name, title, company/organization, address, phone number)

Commitment Statement:  
(A commitment statement should be included on each resume).

SIGNATURE OF INDIVIDUAL







Section L  
Attachment 4

**LABOR CATEGORIES AND CURRENT ACTUAL BASE PAY SALARY RANGES FOR  
NON-KEY PERSONNEL**

Job Title	Annual Range	Average Hourly Rate
Administrative Analyst I	\$22858 - \$36501	\$15.78
Administrative Analyst II	36300 - 42500	19.13
Administrative Analyst III	34500 - 51800	20.52
Administrative Assistant I	17888 - 21900	9.96
Administrative Assistant II	18082 - 29619	12.15
Administrative Support Specialist	24302 - 33155	13.75
Data Base Administrator	26087 - 31304	14.37
Data Entry Operator II	15513 - 19344	
Data Entry Operator III	19778 - 23733	
Document Control Operator	19587 - 23962	10.86
General Clerk I	15548 - 18658	8.06
General Clerk II	16640 - 23108	9.59
General Clerk III	17870 - 29557	10.84
General Clerk IV	19344 - 23213	10.95
Personnel Supervisor	48173 - 72259	
Photographer	37544 - 45053	
Records Manager I	27560 - 33072	
Secretary II	16484 - 21091	9.83
Secretary III	20089 - 24107	
Secretary IV	24093 - 28912	
Security Clerk	17843 - 22110	9.88
Security Officer	73892 - 88670	38.00
Supervisor	27837 - 34653	15.73
Technical Writer IV	29265 - 34053	
Word Processor	19663 - 24752	11.47

Notes:

Specific hourly rates are not provided for positions held by only one individual for privacy purposes. Offerors are requested to propose using the labor categories above (also specified in the Section B Price Schedules). A cross walk to the current labor categories and the assigned task numbers follows in the next attachment.

Section L  
Attachment 5

Reclassification of Job Titles by Task Number

<b>Current Title</b>	<b>Task No.*</b>	<b>Reclassified Title</b>
General Clerk III	2A	General Clerk II
Photographer	2A	Photographer
Secretary 3	2A	Secretary III
Technical Writer IV	2A	Technical Writer IV
Data Base Admin	3A	Data Base Admin
Typist Clerk 2	5A	General Clerk II
Lead File Clerk III	5A	General Clerk III
File Clerk III	5A/5B	General Clerk III
File Clerk III	5B	General Clerk III
File Clerk III	5B	General Clerk III
Doc. Control Operator	7A	Doc. Control Operator
General Clerk III	7A	General Clerk II
General Clerk III	7A	General Clerk II
General Clerk IV	7A	General Clerk IV
General Clerk IV	7A	General Clerk IV
Secretary 2	7A	Secretary II
Words Process. Supervisor	7A	Supervisor
Project Manager Spec I	7A/16A	Project Manager
Records Manager I	7A/7B	Records Manager I
Doc. Control Operator	7B	Doc. Control Operator
Doc. Control Operator	7B	Doc. Control Operator
File Clerk II	8A	General Clerk II
Technical Analyst 2	8C	Administrative Analyst II
Word Process Operator	8D	Word Processor
Admin Officer/Contracts	8F	Administrative Analyst III
Administrative Asst. II	9A	Administrative Asst II
Data Base Admin	9A	Data Base Admin
Data Base Admin	9A	Data Base Admin
Project Manager Spec I	9A	Project Manager
Technical Analyst 3	9A	Administrative Analyst III
Technical Analyst 3	9B	Administrative Analyst III
Project Manager 2	9B/9A	Administrative Analyst III
Administrative Asst. II	10A	Administrative Asst II
Administrative Asst. II	10A	Administrative Asst II
Security Clerk II	10A	Security Clerk
Security Clerk II	10A	Security Clerk
Security Clerk II	10A	Security Clerk
Security Clerk II	10A	Security Clerk
Security Clerk II	10A	Security Clerk
Security Clerk II	10A	Security Clerk
Security Clerk II	10A	Security Clerk
Security Clerk III	10A	Security Clerk
Security Clerk III	10A	Security Clerk
Asst. Security Supervisor	10A	Supervisor
Transcriptionist III	10A	Administrative Support Specialist
Transcriptionist III	10A	Administrative Support Specialist

Typist Clerk 2	11A	General Clerk II
File Clerk II	12A	General Clerk II
Security Officer/SPC	13A	Security Officer
Technical Analyst 2	13A	Administrative Analyst II
Security Officer/SPC	13B	Security Officer
Security Officer/SPC	13B	Security Officer
Administrative Asst II	14A	Administrative Asst II
File Clerk I	14A	General Clerk I
Administrative Asst. II	14A/23C	Administrative Asst II
Data Base Admin	15A	Data Base Admin
Data Entry Operator. III	15A	Data Entry Oper III
Records Manage Clerk III	15A	Doc. Control Operator
Site Officer Supervisor	15A	Supervisor
Word Process Spec 3	15A	Word Processor
Administrative Asst. II	16A	Administrative Asst II
File Clerk III	16A	General Clerk III
Project Manager Spec I	16A	Project Manager
Lead Security Supervisor	16A	Security Supervisor
Word Process Spec 2	16A	Word Processor
Data Entry Operator. II	17A	Data Entry Oper II
Administrative Asst. II	17B	Administrative Asst II
Project Manger Spec 1	17B/17A	Project Manager
Administrative Asst. I	18A	Administrative Asst I
Administrative Asst. I	18A	Administrative Asst I
Administrative Asst. II	19A	Administrative Asst II
Records Manage Clerk III	19A	Doc. Control Operator
Administrative Asst. II	20A	Administrative Asst II
Administrative Asst. II	20A	Administrative Asst II
Administrative Asst. II	20A	Administrative Asst II
Administrative Asst. II	20A	Administrative Asst II
Doc. Control Operator	20A	Doc. Control Operator
Records Manage Clerk III	20A	Doc. Control Operator
Site Officer Supervisor	20A	Supervisor
Project Manager Spec 2	23A	Project Manager
Administrative Asst. II	23C	Administrative Asst II
General Clerk III	23C	General Clerk II
Word Processing Operator	23C	Word Processor
Tech Sup. Group Leader	23D	Supervisor
Tech Sup. Specialist	23D	Administrative Support Specialist
Administrative Asst. II	24A	Administrative Asst II
Secretary 4	24A	Secretary IV
Site Officer Supervisor	24A	Supervisor
File Clerk I	25A	General Clerk I
File Clerk II	25A	General Clerk I
General Clerk III	25A	General Clerk II
General Clerk III	25A	General Clerk II
General Clerk III	25A	General Clerk II
General Clerk III	25A	General Clerk II
General Clerk III	25A	General Clerk II
General Clerk III	25A	General Clerk II
General Clerk III	25A	General Clerk II
General Clerk IV	25A	General Clerk IV

Technical Analyst 3	25A	Administrative Analyst III
Typist Clerk 2	26A	General Clerk II
Administrative Asst. I	27A	Administrative Asst I
Secretary 2	27A	Secretary II
Administrative Asst. II	99A	Administrative Asst II
Human Resources Manager	99A	Human Resources Manager
Admin Support Service Manager	99A	Personnel Supervisor
Project Manager	99A	Project Manager
Project Integration Cont.	99A	Project Integration Cont. Man.

\* Task numbers sometimes specified in reverse order, (e.g., Task 2A is also referred to as Task A02).

Section L  
Attachment 6

LIST OF CURRENT TASK ORDERS

<u>TASK No.</u>	<u>TASK DESCRIPTION</u>
2A	Public Affairs Office Support
3A	Diversity Programs Office Support
5A	Office of Chief Counsel and Intellectual Property Counsel Support and Law Library
5B	Office of Chief Counsel: Freedom of Information Act Support, Public Reading Room Support
7A	Information Resource Management Division: Records Holding, Distribution Services, Reproduction Services, Information Processing, Industrial Personnel Support
7B	Information Resource Management Division: Telecommunications Center: Central Library
8A	Procurement & Contracts: Records Management
8C	Procurement & Contracts: Real Estate
8D	Procurement & Contracts: Property
8F	Procurement & Contracts: Contract Closeouts
9A	Directives Management Group: Oak Ridge
9B	Directives Management Group: Headquarters
10A	Security: Security Processing
11A	Engineering Services
12A	Project Management Support
13A	Classification Office Support-General
13B	Classification Office Support-Special
14A	Emergency Operations Center Support
15A	Y-12 Site Office Support
16A	Safeguards and Security Division Support
17A	Enrichment Facilities- General Support
17B	Enrichment Facilities- Special Support
19A	Work for Others Support
20A	Oak Ridge National Laboratory Site Office- General/Special Support
20B	Oak Ridge National Laboratory Site Office: Operations Support
23A/C/D	Environmental Management Support-General Program
24A	East Tennessee Technology Park Site Office Support
25A	Financial Management Support
26A	Planning and Budget Division Support
27A	Environmental, Safety & Quality Division Support

Note: This information is for planning purposes only. Future task orders will be determined prior to contract award.

Section L  
Attachment 7  
Summary of Current Benefits Recognized by DOE

Benefit Name	Eligibility	Cost to Employee (Bi-Monthly)			Amount of Coverage
Medical Plan  Provider: United Healthcare	Date of Hire for all full time employees	Employee Only	HMO \$21.70	PPO \$29.00	<ul style="list-style-type: none"><li>Major Medical coverage through United Healthcare via an HMO or a PPO.</li><li>The employee may sign up alone, as employee and spouse, employee and children, or employee and family.</li><li>This plan also includes a discretionary vision plan.</li></ul>
		Employee & Spouse	\$79.50	\$133.00	
		Employee & Child(ren)	\$74.25	\$124.25	
		Employee & Family	\$105.00	\$139.00	
Dental Plan  Provider: Prudential	Date of Hire for all full time employees	Employee Only		\$2.00	Dental coverage is through Prudential – a DMO and an Alternate Dental Plan (PDO). The employee may sign up alone, as employee and spouse, employee and children or employee and family.
		Employee & Spouse		\$8.50	
		Employee & Child(ren)		\$9.75	
		Employee & Family		\$14.00	
Vision Plan  Provider: Vision Service Plan	Date of Hire for all full time employees	Employee Only		\$1.00	<ul style="list-style-type: none"><li>Vision Service Plan is primary vision plan, offered in addition to the one included with United Healthcare.</li><li>This plan includes an extensive, specific list of vision care providers.</li><li>The employee may sign up alone, as employee and spouse, employee and children or employee and family.</li></ul>
		Employee & Spouse		\$3.50	
		Employee & Child(ren)		\$3.50	
		Employee & Family		\$6.00	

Section L  
Attachment 7  
Summary of Current Benefits Recognized by DOE

Benefit Name	Eligibility	Cost to Employee (Bi-Monthly)	Amount of Coverage
Life Insurance  Provider: Unum	Date of Hire for all full time employees	Company pays cost of basic insurance.  Employee has option to purchase additional at own expense.	<ul style="list-style-type: none"> <li>\$50,000 per employee, \$5,000 for spouse, for children it is \$100 for 14 days to 6 months and then increases to \$2,000 once the child is over six months in age.</li> <li>Employees may purchase additional life insurance at their own expense. The cost is dependent upon age and health status. Life insurance is portable should employee leave company.</li> </ul>
Additional Death/ Dismemberment  Provider: Unum	Date of Hire for all full time employees	Company pays cost of AD&D insurance.	<ul style="list-style-type: none"> <li>Elect AD&amp;D. Five times annual up to max of \$500,000</li> </ul>
Long Term Disability  Provider: Unum	Date of Hire for all full time employees, after Short Term Disability has expired.	Company pays cost of Long Term Disability	<ul style="list-style-type: none"> <li>60% of salary up to \$5,000 per month</li> </ul>
Short Term Disability  Provider: Unum	Date of Hire for all full time employees the first of month following 60 days of employment.	Company pays cost of Short Term Disability	<ul style="list-style-type: none"> <li>60% of salary up to \$750 per week</li> </ul>



Section L  
Attachment 7  
Summary of Current Benefits Recognized by DOE

Benefit Name	Eligibility	Amount of Coverage
Holidays	Date of Hire	<ul style="list-style-type: none"> <li>10 paid holidays per year (same dates as Government)</li> </ul>
Vacation	Date of Hire on an accrual basis per pay period.	<ul style="list-style-type: none"> <li>Company follows the contract policy requirements. <ul style="list-style-type: none"> <li>Years 1 – 7, 80 hours/year *</li> <li>Years 8 – 14, 120 hours/year</li> <li>Year 15+ - 160 hours/year</li> <li>All of the above are on an accrual basis per pay period, there are 24 pay periods per year.</li> </ul> </li> <li>Employees can bank up to 160 per year.</li> </ul> <p>*Note: Service Contract Act requirements must be met; see Wage Determination page 7.</p>
Paid Personal Leave (Sick Time)	Date of Hire on an accrual basis per pay period.	<ul style="list-style-type: none"> <li>Each employee receives 40 hours per year “personal leave”, which accrues at a rate of 1.667 hours per pay period, 24 pay periods a year.</li> <li>No limit exists on number of hours that can be banked.</li> </ul> <p>*Note: Personal OR Sick Leave Benefits</p>
Bereavement	Date of Hire	<ul style="list-style-type: none"> <li>Each employee receives 3 days for immediate family.</li> </ul>
Military Leave	Date of Hire	<ul style="list-style-type: none"> <li>Employee turns in military pay; company pays normal pay.</li> </ul>
Jury Duty	Date of Hire	<ul style="list-style-type: none"> <li>Employee turns in jury pay; company pays normal pay.</li> </ul>
Educational Assistance	After one year of full time work.	<ul style="list-style-type: none"> <li>Company pays for work-related courses, including textbooks and lab fees.</li> </ul>
401(k) Retirement/ Savings Plan  Provider: Great West	Within 30 days of hire or the first day of any calendar quarter, for all employees who will work over 1000 hours per calendar year	<ul style="list-style-type: none"> <li>The employee is 100% vested upon entering the plan.</li> <li>Matching funds are calculated at 100% of first 3% of annual salary, 50% of the next 2% of annual salary.</li> <li>There is no maximum for the matching and matching will not exceed the employee contribution.</li> </ul>

Section L  
Attachment 7  
Summary of Current Benefits Recognized by DOE

Benefit Name	Eligibility	Amount of Coverage
Merit increases	All employees who have a satisfactory work performance.	<ul style="list-style-type: none"> <li>• The amount of merit increase varies depending upon the employee's performance for the past year.</li> <li>• Performance reviews are performed in August of each year with merit increases reflected on October 1<sup>st</sup>.</li> </ul>
Severance pay	Employed for one full year as a regular, full-time employee.	<ul style="list-style-type: none"> <li>• For employees who are laid off, company may generally pay eighty (80) hours in severance compensation unless state laws or a contractual agreement provides for otherwise.</li> <li>• However, in situations where company is able to provide at least two (2) weeks notice of the impending lay-off, severance pay will not be authorized.</li> <li>• If the employee's release from company is because of the anticipated/scheduled ending of the task for which he/she provides support, company will provide as much notice as is possible but at least two weeks. This notice will be in lieu of severance pay.</li> <li>• If company is unable to provide such notice, payment of severance may be considered but is not automatically authorized and requires the approval of the Senior Executive Vice President.</li> </ul>

Section L  
Exhibit A

Calculation of Loaded Direct Labor (1)  
Year 1  
October 1, 1999 - September 30, 2000

	Prime/ Sub(2)	Hours	Base Rate(3)	Esc Factor(4)	Base Y1 Rate	Fringe 40%	Sub Total	OH 40%	Sub Total	G&A 5%	Sub Total	Profit 5%	Loaded Total Rate	Total Cost
<b>Labor Category</b>														
<b>Key Position</b>														
Program Manager	P	1,800	40.00	1.05	42.00	16.80	58.80	23.52	82.32	4.12	86.44	4.32	90.76	163,368
Environmental Scientist	P	1,800	38.00	1.05	39.90	15.96	55.86	22.34	78.20	3.91	82.11	4.11	86.22	155,196
<b>Non-Key Position</b>														
Process Engr	P	1,800	35.00	1.05	36.75	14.70	51.45	20.58	72.03	3.60	75.63	3.78	79.41	142,398
Quality Assurance Engr	S	2,700							61.74	3.09	64.83	3.24	68.07	183,789
Safety Engr	S	1,800							61.74	3.09	64.83	3.24	68.07	122,526
Regulatory Specialist	S	900							51.45	2.57	54.02	2.70	56.72	51,048
Cost/Schedule Specialist	P	2,800	25.00	1.05	26.25	10.50	36.75	14.70	51.45	2.57	54.02	2.70	56.72	158,816
Mgt/Budget Analyst	P	1,800	25.00	1.05	26.25	10.50	36.75	14.70	51.45	2.57	54.02	2.70	56.72	102,096
Business Analyst	P	1,800	18.00	1.05	18.90	7.56	26.46	10.58	37.04	1.85	38.89	1.94	40.83	73,494
Clerical Support Secretary	P	3,600	12.00	1.05	12.60	5.04	17.64	7.06	24.70	1.23	25.93	1.30	27.23	<u>98,028</u>
<b>TOTAL LABOR COST</b>														<b>1,250,759</b>

- (1) Amounts and labor categories are for illustration purposes only and are not related to this RFP.
- (2) Similar information should be provided for subcontract, teaming partner, joint venture associate labor categories
- (3) Date of Base Rate
- (4) Escalation Factor. Example, salary/wage rate on 1/1/99, escalation @ 4 percent per annum or 5 percent to mid-year of expected performance period and at 2 percent for each year thereafter.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 ORO M01 EVALUATION GENERAL -- GENERAL (MAY 1997)**

- (a) Proposals will be evaluated in accordance with applicable DOE and Federal acquisition policies and procedures. Evaluation will be performed to determine the offeror's past performance, understanding of work to be performed, technical approach, potential for completing the work as specified in the solicitation, cost reasonableness, the probable cost to the Government, and ranking with competing offerors.
- (b) Award will be made to the responsible offeror(s), whose offer(s), conforming to this solicitation, is (are) considered the best value to the Government, considering the Evaluation Criteria in this Section M.
- (c) In accordance with FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government intends to make award without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) However, DOE reserves the right to conduct written and/or oral discussions with all offerors whose offers are in the competitive range. The extent of discussions with the offerors in the competitive range will depend on the circumstances of the procurement and the offerors' proposals as submitted. The written and/or oral discussions are intended to assist the Source Evaluation Board in accomplishing (1) a full understanding of the offers and their strengths and deficiencies based upon the individual efforts of each offeror; and (2) assurance that the meanings and points of emphasis of solicitation provisions have been adequately conveyed to the offerors.

Once discussions have been held with all firms in the competitive range, all will be offered the opportunity to submit a revised proposal by a common cutoff time and date. That is, all firms will be given the opportunity to revise their offer to reflect the results of discussions. If the revised proposal is received after the established common cutoff time or date, it shall be handled in accordance with FAR 52.215-1, Instructions to Offerors - Competitive Acquisition. Each revised proposal shall contain the signed contract offer of the proposer.

**M.3 ORO M05 EVALUATION CRITERIA (ALTERNATE I) (MAY 1997)**

- a. Technical and Business Management Criteria. Technical aspects of written proposals will be evaluated in accordance with the following criteria, which are listed in descending order of importance. Within each criterion, subcriteria are either listed in descending order of importance, or are approximately equal in weight.

**CRITERION 1. Key Personnel (450 points)**

The proposal will be evaluated on the degree to which it demonstrates: an organization structure of a key personnel management team with relevant leadership, experiences, qualifications, commitment, and availability as described in the resumes; the offeror's plan for retention of proposed key personnel for at least two years; and the offeror's understanding of the work and approach to efficiently and effectively accomplish the requirements in a customer-focused and timely manner.

**CRITERION 2. Management Approach (350 points)**

The proposal will be evaluated on the degree to which the offeror demonstrates the successful management of a variety of human resource issues, including providing substantially equivalent pay and benefits in aggregate, handling employee turnover, employee concerns, employee training, and knowledge of applicable labor laws; the degree to which the offeror demonstrates project management and integration capabilities in a time-and-materials, multi-task, multiple appropriations environment and in the areas of project systems and controls, financial management systems and controls, and reporting requirements; and the degree to which it demonstrates sound approaches to environment, safety and health, quality assurance, and security at the work sites.

**CRITERION 3. Past Performance (200 points)**

The offeror's record of relevant past performance will be evaluated to the extent of the offeror's success in managing work similar in size, complexity, and nature to that required by the statement of work and other terms and conditions of the solicitation. Past performance of key personnel, individual corporations, teaming arrangements, joint ventures, limited liability corporations, and other similar entities will be considered. If the offeror and all major subcontractors have no relevant past performance, the government shall assess a neutral rating. In general, the Past Performance Surveys in Section L will be used to collect information on the contracts identified; however, the government may consider information in other forms and from any source, and may evaluate based on any number of returned Past Performance Surveys. The government has no obligation to contact any or all references.

- b. Relative Ranking of Technical Criteria. The criteria above cite the relative weights. All technical and business evaluation factors when combined are significantly more important than price.
- c. Price Criteria. Cost realism, probable cost to the Government, and a price analysis will be conducted to ensure that the Government receives a fair and reasonable price.

**M.4 ORO M15 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA  
(ALTERNATE I) (MAY 1997) (REVISED)**

The Technical and Business Management Criteria are significantly of greater importance than the Price Criteria. The apparent advantages of technical merit will be weighted against the fair and reasonable price to determine which offer is considered to be the best value and in the overall best interest of the Government. If after evaluation, two or more offers are considered essentially technically equal, the fair and reasonable price to the Government may be the deciding factor for award.